

Internet Banking Terms and Conditions Agreement

Effective Date: April 5, 2013(rev)

Electronic Banking Department

Telephone: 219-279-2185

Address: 105 N Range St

PO Box 336

Wolcott, IN 47995

Email Address: electronicbanking@bankofwolcott.com (Not Secure Communications)

PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN THE SERVICE OR INITIATING ANY TRANSACTIONS.

1. Scope of this Agreement

This Agreement between you and Bank of Wolcott governs your use of our Internet Banking services (the "Service"). The Service permits our customers to perform a number of banking functions on accounts linked to the Service through the use of a personal computer and the Internet.

2. Accepting the Agreement

After you have carefully read this Agreement in its entirety and our Privacy Notice, you will be asked to accept the terms and conditions of this Agreement. When you accept these terms and conditions, you represent and warrant that you are an Authorized User acting with full authority, and that you are duly authorized to execute this Agreement.

You should print and/or save a copy of this Agreement for your records.

If you have any questions about this Agreement, please contact our Electronic Banking Department. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time.

3. When you click on the "ACCEPT" button, you agree to the terms and conditions of this agreement. By accepting, you also certify that you are able and willing to accept the electronic version of this document.

If you do not agree to terms of this agreement and/or do not accept the electronic version of this document, select the cancel button.

4. Definitions

Agreement – means these terms and conditions of the Internet Banking services.

Authorized User – is any individual or agent whom you allow to use the Service or your password or other means to access your Eligible Account(s).

Business Day – is every Monday through Saturday, excluding Federal Reserve holidays.

Business Customer – Refers to anyone other than a Consumer who owns an Eligible account with respect to which the Service is requested primarily for business purposes. An account established primarily for business purposes. In order to access multiple accounts, the signers must be the same for all accounts requested. If an eligible business account is added to your consumer set-up there must be one common owner or signer on that account(s). Non-profit accounts cannot be added to a consumer account set-up. You are responsible for notifying us if the signature authority changes on your eligible business accounts.

Consumer – An account established by a natural person primarily for personal, family or household use, and not for commercial use. By enrolling, you authorize us to provide you with access to all eligible accounts held in your name and/or that you hold jointly with others that are open at the time the service is initially provided, or that are opened in the future.

Eligible Accounts – An Eligible Account means any one of your account(s) to which we may allow access through the Service under this Agreement.

You may request Internet access to any account that you are a signer or owner. If you or your Authorized Users desire features of the Service that allow you to initiate transfers, ACH transactions, or otherwise remove funds from an account,

you must have the required withdrawal authority over the relevant Eligible Account.

When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.

Joint Accounts – If the Eligible Accounts added to the Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your User ID and Password are authorized unless we have been notified to cancel the Service. If joint account holders use individual User ID's, the Service may be identified separately.

Service – means the Internet Banking services offered by Bank of Wolcott through its Service Providers.

Service Provider - includes any agent, licensor, independent contractor or subcontractor that this Financial Institution may involve in the provision of Internet Banking services.

You and Your – As used within this Agreement, "you" and "your" refer to the person enrolling in the Service, owner of the eligible accounts, as well as any Authorized Users that such person allows, subject to the parameters of multiple user access as set forth within the Service.

We, Us, or Our – As used within this Agreement, refer to Bank of Wolcott and any agent, independent contractor, service provider, sub-contractor, licensor, designee, or assignee that Bank of Wolcott may involve in the provision of the Service.

5. **Internet Banking Services**

The features currently available through the Service include:

- Transfer funds between eligible accounts
- Obtain balance information on eligible accounts
- Review transactions on eligible accounts
- Request a copy of statement
- Order checks

Bill Payment services are optional. You can request Bill Payment privileges after you complete the personal or business online enrollment process and/or you can add Bill Payment services at a later time.

We may add or remove certain features and/or functionality available from time to time. You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

6. **Fees**

No charge for viewing balances and conducting transfers.

You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

7. **Requirements for Enrolling in the Service**

In order to enroll in the Service:

- You must have an Eligible Account with this Financial Institution.
- You will need Internet access through an Internet service provider (ISP).
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will also need an external email address for the delivery of electronic notices and disclosures.

Prior to enrolling in the Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Service and to retain a copy of this Agreement.

If we revise hardware and software requirements, and if there's a material chance that the changes may impact your ability to access the Service, we will give you advance notice of these changes and provide you an opportunity to cancel the Service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

8. **Enrollment Process for Consumers**

You must complete the enrollment process to use the Service. You can enroll for the Service on the Internet or you can enroll by coming in to Bank of Wolcott.

The Internet enrollment process involves completing a secure online application that we will use to verify your identity. You will also choose your User ID and Password during the enrollment process.

When you enroll for the Service, you agree to provide true and accurate enrollment information. Our Internet Banking Department will verify the information you submit for accuracy and proper authorizations. After being accepted by Bank of Wolcott you will receive an email prompting you to log on to your account. You should receive this email normally within 24 to 48 hours. You may begin using the Service only after receipt of the email.

9. Linked Accounts

When you first enroll for Internet Banking we will link all of your designated Eligible Accounts to one Access ID. If you have any questions please contact us at 219-279-2185 or send a message through the internet banking site.

10. Signature Requirements

When any transfer is initiated through the Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you.

11. Transfers

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service. For Business Customers, the term "transfers" also includes ACH and wire transactions.

Transfer done after 6:00pm EST will be processed on the next business day.

If you accidentally transfer funds, you can schedule another transfer to move funds to back to the original account.

For assistance, you can send us an e-mail through the Service or call our Internet Banking Department at the number stated above.

12. Privacy

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our privacy notice before completing the enrollment process for the Service for addition detail on disclosure of account information.

(A) Disclosure of Account Information to Third Parties

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make:

- To complete transfers as necessary;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or Biller;
- To comply with a governmental agency or court orders; or
- If you give us your written permission.

13. Internet Security

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Service, our Internet Banking Department will verify your identity and authorization against information associated with the Eligible Account (s) that you request to be linked to the Service.

User IDs and Passwords - One of the main security features protecting the Service is the unique combination of your Access Identification Code (User ID) and Password. During the enrollment process, you will be asked to select a unique User ID, and then choose a Password that will be used to gain access to the Service. You determine your own Password, which is encrypted in our database. Neither this Institution nor its Service Providers have access to this information. The Service will automatically lock your account after five (5) unsuccessful login attempts. You may reset your password by contacting Bank of Wolcott for assistance.

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.
- You should not use words based on your name, address or other personal information.
- Special characters may be used to increase security.
- Do **NOT** use dictionary words.
- Keep your Password safe.

- Memorize your Password and do **NOT** write it down.
- You should also change your Password occasionally, such as every 90 days.
- A Password should be changed immediately if you suspect that your Password has been compromised. This can be done at any time from the "My Profile" tab and choose change password in the in the My Profile box to the left.
- **Neither this institution nor its service providers will contact you via telephone or email requesting personal information, your access ID, or your password. If you are contacted by anyone requesting this information, please contact us immediately.**

Additional Security Guidelines:

- All Authorized Users should sign-off after every Service session; however, online sessions will automatically end after a period of inactivity. This to protect you in case you accidentally leave your computer unattended after you log-in.
- The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public computer.
- Routinely scan your computer, servers, and electronic media using a reliable virus detection product. Undetected or un-repaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit a virus to other computers.
- Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- Periodically update your computer operating system and browser for critical security related patches. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.

14. Your Password Responsibilities

When you accept the terms and conditions of this Agreement, you agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all transfers you authorize using the Service. If you permit other persons to use the Service, your password, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling 219-279-2185 during customer service hours. You can also contact us by sending a message through the Service.

If you or your authorized users disclose your password to anyone, and/or if you allow someone to use your password to access your accounts, you are authorizing them to act on your behalf and you will be responsible for any use of the service by them (e.g., providing information to a joint account holder, an employee, and/or an aggregation service provider).

In addition to the security features described above, there may be other security related notices posted on our website or the Service from time-to-time. It is your responsibility to read all security notices.

15. Our Liability for Failure to Complete Transactions

We will use commercially reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Eligible Account(s) does not contain sufficient funds to complete the transaction.
2. The Service is not working properly and you know or have been advised by this Institution and/or its Service Providers about the malfunction before you execute the transaction;
3. Your Eligible Account(s) is closed;
4. If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted a transfer;
5. The transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
6. We have reason to believe that transaction request may not be authorized by you or any third party whose authorization we believe is necessary; and/or
7. Circumstances beyond control of the Service, our Service Providers, and this Institution (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from any of your Eligible Account(s), this Financial Institution and/or its Service Providers shall be responsible for returning the improperly transferred funds to the correct Account.

16. Documentation and Verification of Transfers

Information regarding Internet Banking transactions will be reflected on the account detail in the Service and in your regular monthly account statement(s).

17. Provisions Applicable Only to Consumer and Sole Proprietors Deposit Accounts

In Case of Errors or Questions About Your Electronic Transfers.

Notify us as soon as possible through one of the following methods:

- Telephone us at 219-279-2185 during customer service hours;
- Write us at Bank of Wolcott, P.O. 336, Wolcott, IN 47995; or
- Contact us by using the messaging feature within the Service.

If you think your statement is wrong or if you need more information about a transfer listed on the statement, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

18. Additional Provisions Applicable Only To Business Customers

(A) Protecting Your Account

The Service will allow Business Customers to establish individual User IDs, and password privileges for each Authorized User. Transaction history is maintained for each User ID.

Business customer(s) will be solely responsible for designating its authorized users, assigning privileges, and disclosing the identity of said users to this institution and all changes thereof in writing. Business customer represents and warrants that its authorized users have the appropriate authority to initiate transfers.

Business customer authorizes this institution and its service providers to act upon, and you agree to be bound by, any transaction, whether or not authorized, that is initiated with your User ID and password and/or the User ID and password of an authorized user. Furthermore, any instructions, directions, or other information provided by the business customer, or any of its authorized users, will be deemed to have been authorized by the business customer. This financial institution and its service providers will not be responsible for verifying the identity or authenticity of any person claiming to be an authorized user of the business customer.

Business customer assumes any and all liability arising from the use or misuse of the service or company accounts by its authorized users. Business customer agrees to indemnify and hold harmless this financial institution and its service providers for any liability and damages resulting from our acting upon any direction, instruction, or information that is initiated with an User ID and password of an authorized user.

You agree that we may send notices and other communications, including emails, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that financial institution name and/or its service providers will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. In addition, you agree to

- Require all authorized users to keep password secure and strictly confidential;
- Immediately notify us and select a new password if you or your authorized users believe your passwords may have become known to an unauthorized person.

Business customers shall be solely responsible for the development and implementation of all commercially reasonable procedures to control access to their computer systems and to protect any data files stored thereon. Business customers shall be solely responsible for all appropriate and commercially reasonable, physical, logical, and network security systems and devices to protect the security of data files maintained on computer(s) used to access the service as well as the protection against unauthorized access to business computers, and/or networks used to access the service. Business customers shall be solely responsible for any and all losses and damages arising from any authorized or unauthorized access to the service.

This financial institution and its service providers shall have no obligation, liability or control, either directly or indirectly concerning the business customers' selection of security systems or devices for the protection of any data files or computers used to access the services or over business customers development or implementation of security procedures or the failure of the business customer to maintain said procedures.

(B) Commercially reasonable security procedures of the service

When you accept this agreement and use the service, you acknowledge and agree that the service includes security measures which are commercially reasonable. You agree to be bound by our security procedures and instructions, which may be periodically updated. You agree to review and implement all security procedures available in connection with the service, including procedures to protect the confidentiality of your User ID and password and the same for your authorized users. You agree to notify this financial institution in the event that your use of the service would necessitate or be better served by a level of security that exceeds that offered by the service. If you fail to notify this financial institution, you acknowledge and agree that the security aspects of the service are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

(C) Errors and Questions

In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods:

Telephone us at 219-279-2185 during customer service hours;

Write us at: Bank of Wolcott, PO Box 336, Wolcott, IN 47995

(D) Your Liability for Unauthorized Transfers

You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. Each account statement will be considered to correctly reflect your transactions, such as deposits, withdrawals, credits, refunds, imposition of fees, interest or dividends, and other additions and subtractions to your Account, unless you notify us in writing within certain time limits after the statement that incorrectly reflects your transactions is made available to you. You must report any other Account problem within sixty (60) calendar days.

(E) Limitation of Institution Liability

This financial institution and its service providers will be deemed to have exercised all due care and to have acted reasonably if we act in accordance with the terms of this agreement and will be liable for loss sustained by you only to the extent such loss is caused by our misconduct. This financial institution and its service providers will have no liability for any loss or damage:

- Related to the dishonesty of the business customer's employees, officers, agents or authorized users;
- Resulting from any delay in the performance of this agreement, which is caused by an act of god, fire or other casualty, electrical or computer failure, delays or failure to act by any carrier, medium or agent operating between Bank of Wolcott and third parties, or any other condition outside of our control.

If this financial institution and/or its service providers fail or delay in making a transfer pursuant to your instruction, or if we make a transfer in an erroneous amount which is less than the amount per your instruction, unless otherwise required by law our liability shall be limited to interest and or charges on the amount which we failed to timely pay.

(F) Indemnification

Business Customer(s) and its Authorized Users will defend, indemnify and hold harmless Bank of Wolcott and its Service Providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by Bank of Wolcott through the Service, (ii) any breach of the provisions of this Agreement (iii) any request for stop payment; (iv) any dispute between you and any third party in connection with the use of the Service; and (v) any and all actions, suits, proceeding, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of this Agreement.

19. Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended from time-to-time. In such event, we will provide notice to you. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates.

20. Electronic Disclosures

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include: monthly account statements, deposit account disclosures, notices regarding changes in account terms and fees, and privacy notices. The equipment necessary for accessing these types of disclosures electronically is described previously in this agreement.

With your acceptance below, you agree to accept this agreement and other internet banking related disclosures in an electronic format. You also agree and represent that you have the necessary equipment for accessing the service and for viewing electronic disclosures.

21. Address, E-mail, or Payment Account Changes

When you enroll in the Service, we may send you a "Welcome" e-mail. We will also send you e-mails and/or secure messages through the Service regarding important Internet Banking matters and/or changes to this Agreement. You must provide us your current e-mail address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made either within the Service in the Services tab or by contacting our Internet Banking Department at 219-279-285.

Any changes to your Eligible Account(s) should also be made in accordance with the procedures outlined above.

22. Service Termination, Cancellation, or Suspension

In the event you wish to cancel the Service, please contact our Internet Banking Department or send us an email through the Service.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Internet Banking activity for a period of 3 consecutive months, accessibility will automatically terminate.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Internet Banking Department.

23. Exclusions of Warranties and Limitation of Damages

The service and related documentation are provided "as is", "as available" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Notwithstanding our efforts to ensure that the service is secure, we cannot and do not warrant that all data transfers via the service will be free from monitoring or access by others.

You are solely responsible for the maintenance, installations, and operation of your computer. Neither this financial institution nor its service providers shall be responsible for any delays, errors, deletions, or failures that occur as a result of any malfunction of your computer or software.

The foregoing shall constitute Bank of Wolcott and its service provider's entire liability and your exclusive remedy. In no event shall Bank of Wolcott or its service providers be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits or attorney's fees (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the equipment, software, and/or your use of the service.

24. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

25. No Waiver

This Financial Institution and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

26. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

27. Disputes

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of this financial institution and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

28. Ownership of Material

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by Bank of Wolcott and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

29. Governing Law and Relation to Other Agreements

Accounts and services provided by this Financial Institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Indiana, without regard to its conflicts of laws provisions.