

## “My Online Banking” Terms & Conditions

These “My Online Banking” Terms and Conditions (the “Terms and Conditions” or “Agreement”) govern Your use of AFB’s online banking system, known as “My Online Banking,” which will enable to access certain account information and perform certain transactions. AFB’s Authorization Agreement or your online enrollment sets forth the specific User accounts owned by the User (the “Accounts”) which may be accessed by the User under the Terms and Conditions set forth herein.

### Authorization Agreement

My submission of the online enrollment request is subject to verification by the Bank. By submitting the online enrollment request, I agree to all of the Terms and Conditions, including any future revisions and amendments, as set forth herein. I understand that if I elect to use Bill Payment service to designate a Primary Account for Bill Payment on my online enrollment, my Bill Payment service will not be initiated until the Bank receives and has time to act on my online enrollment.

1. I hereby authorize the Bank or its authorized agent to make payments to creditors for me, as I may authorize, through “My Online Banking” Bill Payment from time to time and also authorize the Bank to deduct such payments from my Primary Account.
2. I understand that the Bank cannot guarantee the time a payment will be posted by a creditor. I also understand that the Bank or its authorized agent will not be responsible for any loss or penalty that I may incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from my account.

All instructions delivered via “My Online Banking” access will be deemed to be my written authorization to charge, credit or change my accounts for the transaction indicated and such transactions are subject to the Terms and Conditions. I hereby agree that my Use of “My Online Banking” will be subject to these Terms and Conditions until revoked by me in writing.

### Meaning of Some Words:

In addition to the terms defined in these Terms and Conditions, the following terms shall have the following meaning in this document:

- a. “**Bank**”, “**we**”, “**us**”, “**our**”, “**ours**”, and AFB mean American Founders Bank, Inc.
- b. “**I**”, “**me**” and “**my**” refer to the person(s) who have submitted an online enrollment for “My Online Banking” access;
- c. “**User**”, “**you**”, and “**your**” means any individual who registers with us to use “My Online Banking” in connection with one or more Accounts;
- d. “**Your registration**” means your registration with us to use “My Online Banking,” as originally made via online enrollment or the Authorization Agreement, and as revised from time to time through instructions received via “My Online Banking,” in writing or in any other manner
- e. “**Your deposit accounts**” means all deposit accounts with us that are designated in your registration and are approved by us as deposit accounts accessible through “My Online Banking”;
- f. “**Your payment account**” or “**primary account**” means the deposit account you designate for “My Online Banking” Bill Payment, if this feature is elected in your registration, this account will be utilized for the payment of bills through “My Online Banking” Bill Payment;
- g. “**Your loan accounts**” means your line of credit accounts and all other loan accounts with us that are designated in your registration and are approved by us as loan accounts accessible through “My Online Banking”;
- h. “**Bill**” refers to any payment authorized through “My Online Banking” to be paid on my behalf;
- i. “**The bill payment processor**” means the bill payment vendor that provides services to us in connection with “My Online Banking” Bill Payment;
- j. “**Your identification numbers**” means all account or other identifying numbers and passwords assigned to or chosen by you or any individual action on your behalf in connection with “My Online Banking” for use with “My Online Banking” or any feature of “My Online Banking”;
- k. “**E-mail**” means any electronic message sent through the Internet.

## “My Online Banking” Terms & Conditions

### Warranties & Limitation on Liability

- a. The installation, maintenance, operation and use of the computer, related equipment (for example, modem, telephone or other telecommunications equipment), hardware, and software you use for "My Online Banking", and your use of "My Online Banking" are your responsibility. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR TO THE EXTENT APPLICABLE LAW REQUIRES A DIFFERENT STANDARD, WE WILL NOT BE RESPONSIBLE FOR ANY LIABILITY, LOSS, INJURY OR DAMAGE (WHETHER ACTUAL, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE) IN ANY WAY ARISING OUT OF (A) ANY ERROR IN THE INSTALLATION, MAINTENANCE, OPERATION OR USE, OR ANY CONFIGURATION PROBLEM OR INCOMPATIBILITY, OF THE COMPUTER, RELATED EQUIPMENT, HARDWARE OR SOFTWARE, (B) ANY FAILURE OR MALFUNCTION OF THE COMPUTER, RELATED EQUIPMENT, HARDWARE OR SOFTWARE, (C) ANY FAILURE OR MALFUNCTION OF, OR ANY COMPROMISE OF DATA SENT USING, ANY TELEPHONE, INTERNET ACCESS OF OTHER SERVICE YOU USE TO CONNECT TO "MY ONLINE BANKING", (D) ANY VIRUS OR SIMILAR PROBLEM RESULTING FROM THE USE OF "MY ONLINE BANKING" OR (E) ANY FEATURE OR FUNCTION OF ANY OF THE SOFTWARE THAT IS NOT INVOLVED WITH "MY ONLINE BANKING" (FOR EXAMPLE, BUDGETING).
- b. **A F B AND ITS THIRD PARTY VENDORS MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO "MY ONLINE BANKING" AND "MY ONLINE BANKING" BILL PAYMENT SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR UNINTERRUPTED SERVICE, AND NEITHER AFB NOR ITS THIRD PARTY VENDORS NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF "MY ONLINE BANKING" AND "MY ONLINE BANKING" BILL PAYMENT SERVICES ASSUME ANY RESPONSIBILITIES WITH RESPECT TO YOUR USE THEREOF. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AFB OR ITS THIRD PARTY VENDORS OR ANY OF THEIR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.**
- c. **IN NO EVENT WILL AFB OR ITS THIRD PARTY VENDORS BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES WHICH YOU MAY INCUR IN CONNECTION WITH "MY ONLINE BANKING," "MY ONLINE BANKING" BILL PAYMENT, THE SERVICES AND FEATURES THEREON, OR THE INTERNET GENERALLY, OR YOUR USE THEREOF, OR RESIDING ON "MY ONLINE BANKING" OR "MY ONLINE BANKING" BILL PAYMENT, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF AFB AND/OR ITS THIRD PARTY VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGE OR LOSS. IN NO EVENT SHALL AFB'S AND/OR ANY OF ITS THIRD PARTY VENDORS' LIABILITY FOR DAMAGES, REGARDLESS OF CAUSE OR FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR IN FIDUCIARY DUTY OR OTHERWISE (INCLUDING NEGLIGENCE, DEFAMATION, AND/OR PRIVACY ACTIONS), EXCEED THE GREATER OF (1) "MY ONLINE BANKING" AND "MY ONLINE BANKING" BILL PAYMENT CHARGES INCURRED BY YOU FOR THE MONTH DURING WHICH THE CAUSE OF ACTION OCCURRED, OR (2) ONE HUNDRED U.S. DOLLARS (U.S. \$100). THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. YOU UNDERSTAND THAT IF YOU BECOME DISSATISFIED WITH "MY ONLINE BANKING" OR "MY ONLINE BANKING" BILL PAYMENT, YOUR SOLE AND EXCLUSIVE REMEDY WILL BE TO DISCONTINUE THE SERVICES. THE FOREGOING CONSTITUTES THE SOLE AND EXCLUSIVE LIABILITY OF AFB AND/OR ANY OF ITS THIRD PARTY VENDORS TO YOU WITH RESPECT TO YOUR USE OF "MY ONLINE BANKING" AND "MY ONLINE BANKING" BILL PAYMENT SERVICES.**
- d. **WITHOUT IN ANY WAY LIMITING THE GENERAL LIMITS OF LIABILITY SET FORTH IN THIS, SECTION 2.C., FURTHER LIMITS ON LIABILITY ARE SET FORTH IN SECTIONS 14 AND 16 OF THESE TERMS AND CONDITIONS.**

## “My Online Banking” Terms & Conditions

### Your Identification numbers

Your identification numbers, user name, and password for "My Online Banking" are provided solely for your personal use and protection. You agree to:

- a. Follow the current Terms and Conditions governing use of "My Online Banking";
- b. keep your identification numbers, user name, and password safe and not permit anyone else to use them;
- c. not record or make the identification numbers, username and password for "My Online Banking" available to anyone else; and
- d. not choose as any of your confidential identification numbers any personal identification number for any card that is tied to any of your deposit accounts. You will immediately report to the Bank any loss, theft, known or suspected unauthorized use or disclosure of your identification numbers as noted in Section 14 of this agreement.

### Your Responsibility for transactions

You will be responsible for each transaction directed by any order described in Sections 5 or 6 that is given through "My Online Banking" or "My Online Banking" Bill Payment by you, any individual action on your behalf or anyone else that you have allowed to have your identification numbers in connection with "My Online Banking" or "My Online Banking" Bill Payment.

### “My Online Banking”

Subject to the provisions of these Terms and Conditions and as designated in your registration, "My Online Banking" can be used for the following functions:

- a. An order to us to make a non-recurring transfer of funds from any of your deposit accounts or any of your loan accounts as long as your registration properly designates the account(s) from which and to which transfers may be made;
- b. A request to us for information available through "My Online Banking" concerning any of your deposit accounts and transactions involving any of your deposit accounts; and
- c. A request to us for information available through "My Online Banking" concerning any of your loan or line of credit accounts; and
- d. An order to us to stop, or to renew any order to stop, the payment of a check written on any of your deposit accounts that is a checking account. Any order to stop, or to renew any order to stop, the payment of a check given to us through “My Online Banking” will be subject to our general rules concerning orders to stop, or to renew an order to stop, the payment of a check. Use of your “My Online Banking” identification numbers to access “My Online Banking” is verification of your intent and authorization to place a stop payment.

We may add or remove My Online Banking functionality from time to time with or without notice to You

### “My Online Banking” Bill Payment

Subject to the provisions of this agreement and if indicated in your registration, "My Online Banking" Bill Payment can be used for the following functions:

- a. An order to us to make a non-recurring payment from one of your Accounts;
- b. An order to us to make a series of recurring payments of the same amount from your payment account;
- c. An order to us changing or canceling a previous order to us to make a non-recurring payment from your payment account that was previously given through "My Online Banking" Bill Payment;
- d. An order to us canceling future payments as a result of an order to us to make a series of recurring payments of the same amount from your payment account that was previously given through "My Online Banking" Bill Payment;
- e. A request to us for information available through "My Online Banking" Bill Payment concerning payments from your payment account made through "My Online Banking" Bill Payment; and
- f. You may request a stop payment on a "My Online Banking" Bill Payment that has been issued by check that has not been received by the payee after five (5) business days or earlier if it is clear that the check was mailed to an incorrect address. It will be necessary for you to contact the financial institution to verify that the check has not paid and to make the stop payment request. **You may not place a stop payment on a payment made**

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**by electronic transfer.** Contact the financial institution to trace a payment made by electronic payment. **A stop payment order may not be placed on a payment to any local, state or federal government entity.** We may add or remove My Online Banking functionality from time to time with or without notice to you.

Any payment from your payment account made through "My Online Banking" Bill Payment will be made by either an electronic transfer of funds to the payee of the payment or the sending of a check to the payee. Because the payee of a payment from your payment account made through "My Online Banking" Bill Payment will not receive a payment stub with the payment and because the payee may process payments made without a payment stub at a different location than is normally the case or may take longer than is normally the case to process those payments, it may be advisable for you to verify with the payee the address to which the payment should be sent and the period of time required for the posting of the payment. Always allow extra time the first time you send a payment to a new payee.

Should you erroneously send a payment in error or in duplicate, when issued by check a stop order will be placed if the erroneous payment has not been paid (except for checks issued to government entities). If the erroneous check has been paid, you will be responsible for contacting the vendor and requesting payment reversal. If an erroneous payment has been generated electronically, a stop payment cannot be placed and you will be responsible for contacting the vendor and requesting payment reversal.

If through an error on the part of the bill payment processor, a bill is paid erroneously or in duplicate, we will place a stop payment on payments by check that have not yet paid. If the check has paid or if the payment was issued electronically, you will be responsible for contacting the vendor to request reversal and reimbursement for such payment.

### Limitations and Other rules applicable to both “My Online Banking” and “My Online Banking” Bill Payment Transactions

The following limitations and other rules apply to the services described in Sections 5 and 6:

- a. Transfer of funds or payments ordered through "My Online Banking" may be refused if there are restrictions on your right to withdraw funds from the account from which the transfer or payment is to be made (for example, if two or more signatures are required on checks or withdrawals written on the account).
- b. Any transfer of funds or payments ordered through "My Online Banking" will be subject to the funds being available for withdrawal in the account from which the transfer or payment is to be made.
- c. When any order to us to make a transfer of funds or payment given through "My Online Banking" exceeds the amount of money available for withdrawal from the account, we can either, in our discretion, (1) make the transfer or payment, in which case you will be liable for the excess, or (2) refuse to make the transfer or payment. In either case, you will be liable for any fee applicable to the withdrawal or attempted withdrawal when funds are not available.
- d. For reasons of security, we can, at our discretion and at any time and without prior notice, refuse to honor any order to us to make a transfer of funds or payment given through "My Online Banking." For example, we can do so if, for reasons of security, we believe that it is advisable to limit the dollar amount or frequency of transfers of funds or payments ordered through "My Online Banking."
- e. We can, at our discretion and any time and without prior notice, refuse to honor any order for a transfer of funds or payment through "My Online Banking" if the order reasonably appears to be fraudulent or erroneous.
- f. If an order to make a transfer of funds or payment through "My Online Banking" or "My Online Banking" Bill Payment contains an inconsistency between the name and account number or other identifying numbers of an account, payee, financial institution or other party, we may treat the number as controlling and rely on it in processing the order.

Nothing in this, Section 7, shall create any duty or liability on behalf of AFB

### Limitations and other rules applicable to “My Online Banking” transactions

The following limitations and other rules apply to the services described in Section 5:

- a. Deposit accounts that are savings or money market deposit accounts are limited to six transfers of funds

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during any monthly period from the account that are (1) a transfer of funds to any other of your deposit accounts ordered through "My Online Banking," (2) any other computer transfer of funds to any other accounts or to a third party, (3) a preauthorized, automatic or telephonic transfer of funds to any other account or to a third party, (4) a transfer of funds to a third party via electronic banking card (for example, a transfer of funds to pay the purchase price of goods and services) or (5) a transfer of funds via check, draft or any other order payable to a third party.

- b. Except as described in paragraph d of Section 5, no order to us to make a transfer of funds given through "My Online Banking" can be canceled after it is given to us.

### Limitations and other rules applicable to “My Online Banking” Bill Payment transactions

The following limitations and other rules apply to the services described in Section 6:

- a. The payee of any payment ordered through "My Online Banking" Bill Payment must be located in the United States and payments may only be made in United States currency.
- b. The daily aggregate amount of funds that may be transferred through "My Online Banking" Bill Payment is limited to \$9,999.99.
- c. An order to us to make a non-recurring payment or series of recurring payments through "My Online Banking" Bill Payment cannot be given more than 364 days before the date the non-recurring payment or the first of the series of recurring payments is to become due.
- d. For a series of recurring payments to be ordered through "My Online Banking" Bill Payment, the payments must be equal in amounts, payable to the same payee and payable weekly, biweekly, semiweekly, monthly, quarterly, semiannually or annually at regular intervals.
- e. We can, at any time and without prior notice, refuse to honor any order for a payment through "My Online Banking" Bill Payment if it appears to duplicate another payment order given through "My Online Banking" Bill Payment.
- f. Except as specifically provided in in Section 6, no order to us to make a transfer of funds through "My Online Banking" Bill Payment can be canceled after it is given to us.

### Processing and charging of “My Online Banking” orders

If an order to make a transfer of funds given through "My Online Banking" is received by us on any of our business days by 6:00 p.m. eastern standard time, the order will be processed and charged against the account from which the transfer is to be made that day. If the order is received by us after 6:00 p.m. on any of our business days or anytime on our non-business days, it will be processed and charged against the account from which the transfer is to be made the next business day.

### Processing and charging of “My online Banking” Bill Payment orders

The following rules apply to the processing and charging of orders described in Section 10 given through "My Online Banking" Bill Payment.

- a. You are responsible for giving orders to us to make payments through "My Online Banking" Bill Payment in sufficient time for the order to be processed by the bill payment processor and the payment to be sent so that it is received by the payee by the date it is due, without taking into account any grace period provided by the payee, and you are responsible for any consequence of not doing so (for example, any finance or late charge resulting from the late payment.) For payments to be made by an electronic transfer of funds to the payee, the order must be received at least three business days, not counting the day of the order, prior to the desired date. For payments to be made by check to the payee, the order must be received at least three business days, not counting the day of the order, prior to the desired date.
- b. An order for us to make a payment through “My Online Banking” Bill Payment by electronic funds transfer must be received by us by 12:00 noon eastern time at least two of our business days prior to date on which you desire to schedule the payment. The amount of the payment will be debited from the Account on the date on which the payment is scheduled.
- c. An order for us to make a payment through “My Online Banking” Bill Payment by check must be received by us by 12:00 noon eastern time at least five of our business days prior to the date on which you desire the payment. The amount of the payment will be debited from the Account when presented for payment by



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the payee.

### Authorization and appointment of agent

You authorize us and appoint us as your agent to take on your behalf any action we believe necessary or appropriate to implement any order described in Sections 5 and 6 that is given through "My Online Banking" or "My Online Banking" Bill Payment to correct any error in crediting or charging any account in connection with any order described in Sections 5 or 6 that is given through "My Online Banking" or "My Online Banking" Bill Payment. For example, you authorize us and appoint us as your agent to on your behalf:

- a. Withdraw money from any of your deposit accounts and deposit the money in any other of your deposit accounts in order to implement any order to us to transfer funds from the first account to the other account given through "My Online Banking";
- b. Withdraw money from any of your deposit accounts and use the money to make any payment under any of your loan accounts in order to implement any order to us to transfer funds from the deposit account to the loan account given through "My Online Banking";
- c. Obtain credit under any of your line of credit accounts and deposit the proceeds of the credit in any of your deposit accounts in order to implement any order to us to transfer funds from the line of credit account to the deposit account given through "My Online Banking";
- d. Withdraw money from your payment account in order to implement any order to us to make a payment from your payment account given through "My Online Banking" Bill Payment;
- e. Withdraw money from any of your deposit accounts in order to implement any order to us to transfer funds from the account by a wire transfer given through "My Online Banking" Assistant; and
- f. Withdraw money from any of your deposit accounts in order to implement any order to us to transfer funds from the account via ACH given through "My Online Banking" Assistant.

Our withdrawal of money from any of your deposit accounts or our obtaining of credit under any of your line of credit accounts under the authority given and the appointment as your agent made in the first sentence of this section will be as effective as though you had signed a check, withdrawal form or other document to make the withdrawal or to obtain the credit. In addition, you authorize the bill payment processor and appoint it as your agent to take on your behalf any action it believes necessary or appropriate to implement any order described in Section 6 given through "My Online Banking" Bill Payment. For example, you authorize the bill payment processor and appoint it as your agent on your behalf, to direct us to withdraw funds from your payment account in order to implement any order to us to make a payment from your payment account given through "My Online Banking" Bill Payment.

### Indemnification

You agree to indemnify, defend, and hold harmless AFB, its parent companies, subsidiaries, and affiliates and each of their respective directors, officers, employees, and agents (the “Indemnitees”) from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable attorneys’ fees) incurred or suffered by Indemnitees arising directly or indirectly from or related to accepting or following any order given to us through "My Online Banking" or "My Online Banking" Bill Payment.

### LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

OUR LIABILITY FOR DAMAGES YOU SUFFER AS A RESULT OF OUR FAILURE TO MAKE, ON TIME AND IN THE CORRECT AMOUNT, ANY TRANSFER OF FUNDS OR PAYMENT ORDERED BY A TIMELY, AS SET FORTH IN SECTIONS 10 AND 11, AND PROPERLY INITIATED ORDER TO US TO MAKE THE TRANSFER OR PAYMENT GIVEN THROUGH "MY ONLINE BANKING" OR "MY ONLINE BANKING" BILL PAYMENT IS LIMITED AS SET FORTH IN SECTION 2(C). **AN ORDER WILL NOT CONSIDERED PROPERLY INITIATED UNLESS:**

- A. THE COMPUTER, RELATED EQUIPMENT AND SOFTWARE YOU USE FOR "MY ONLINE BANKING" AND EACH TELEPHONE, INTERNET ACCESS AND OTHER SERVICE YOU USE TO CONNECT TO "MY ONLINE BANKING" ARE PROPERLY FUNCTIONING;
- B. THE INSTRUCTIONS ON HOW TO GIVE THE ORDER TO US ARE PROPERLY FOLLOWED;
- C. THE ORDER IS DESCRIBED IN SECTIONS 5 OR 6 AND IS CORRECT AND COMPLETE (FOR EXAMPLE, IF THE ORDER IS TO MAKE A PAYMENT, THE ORDER INCLUDES THE CORRECT NAME AND ADDRESS OF THE PAYEE

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OF THE PAYMENT, THE CORRECT ACCOUNT NUMBER OF THE ACCOUNT TO WHICH THE PAYMENT IS TO BE MADE AND THE CORRECT AMOUNT OF THE PAYMENT); AND

- D. THE TRANSFER OR PAYMENT WOULD NOT BE SUBJECT TO ANY LIMITATION REFERRED TO IN SECTIONS 7, 8 OR 9.

**WITHOUT LIMITING THE FIRST SENTENCE OF THIS SECTION, IN NO EVENT WILL WE BE LIABLE TO YOU IF ANY OF THE FOLLOWING THINGS HAPPEN:**

- E. WE DO NOT RECEIVE THE ORDER;
- F. BEFORE THE ORDER IS TO BE CHARGED AGAINST THE ACCOUNT FROM WHICH THE TRANSFER OR PAYMENT IS TO BE MADE, YOUR RIGHT TO USE "MY ONLINE BANKING" OR THE FEATURE OF "MY ONLINE BANKING" INVOLVED IN THE TRANSFER OR PAYMENT IS CANCELED;
- G. WHEN THE ORDER IS PROCESSED OR IS TO BE CHARGED AGAINST THE ACCOUNT FROM WHICH THE TRANSFER OR PAYMENT IS TO BE MADE, WE IN GOOD FAITH BELIEVE THAT THE ORDER WAS GIVEN WITHOUT YOUR AUTHORIZATION (FOR EXAMPLE, BECAUSE ANY OF YOUR IDENTIFICATION NUMBERS HAVE BEEN REPORTED LOST OR STOLEN) OR IS FRAUDULENT;
- H. THE ORDER IS TO MAKE A TRANSFER AND, BEFORE THE ORDER IS TO BE CHARGED AGAINST THE ACCOUNT FROM WHICH THE TRANSFER IS TO BE MADE, EITHER THAT ACCOUNT OR THE ACCOUNT TO WHICH THE TRANSFER IS TO BE MADE IS CLOSED;
- I. THE ORDER IS TO MAKE A PAYMENT AND WE DO NOT RECEIVE THE ORDER IN TIME TO ALLOW US TO MAKE THE PAYMENT AND ALLOW THE PAYEE OF THE PAYMENT TO PROPERLY CREDIT IT BY THE DATE ON WHICH IT IS TO BECOME DUE, WE MAKE THE PAYMENT IN TIME TO ALLOW THE PAYEE OF THE PAYMENT TO PROPERLY CREDIT IT BY THE DATE ON WHICH IT IS TO BECOME DUE BUT THE PAYEE FAILS TO DO SO OR BEFORE THE ORDER IS TO BE CHARGED AGAINST YOUR PAYMENT ACCOUNT, YOUR PAYMENT ACCOUNT IS CLOSED;
- J. THE ACCOUNT FROM WHICH THE TRANSFER OR PAYMENT IS TO BE MADE IS A DEPOSIT ACCOUNT AND THROUGH NO FAULT OF OURS, WHEN THE ORDER IS PROCESSED OR IS TO BE CHARGED AGAINST THE ACCOUNT, THE AMOUNT OF THE TRANSFER OR PAYMENT EXCEEDS THE AMOUNT OF MONEY AVAILABLE FOR WITHDRAWAL FROM THE ACCOUNT;
- K. WHEN THE ORDER IS PROCESSED OR IS TO BE CHARGED AGAINST THE ACCOUNT FROM WHICH THE TRANSFER OR PAYMENT IS TO BE MADE, MONEY IN THE ACCOUNT IS SUBJECT TO ANY LEGAL PROCESS (FOR EXAMPLE, A TAX LEVY, A SUBPOENA OR AN ORDER PROVIDING FOR RESTRAINT, ATTACHMENT, GARNISHMENT OR EXECUTION) RESTRICTING ITS REMOVAL FROM THE ACCOUNT OR IS THE SUBJECT OF A DISPUTE OR LEGAL PROCEEDING;
- L. WHEN THE ORDER IS GIVEN, THE FEATURE OF "MY ONLINE BANKING" INVOLVED IN THE TRANSFER OR PAYMENT IS UNAVAILABLE BECAUSE MAINTENANCE WORK IS BEING PERFORMED ON THAT "MY ONLINE BANKING" FEATURE;
- M. WE ARE PREVENTED FROM MAKING THE TRANSFER OR PAYMENT BY A TECHNICAL MALFUNCTION AND WHEN THE ORDER IS GIVEN THE INDIVIDUAL GIVING IT KNOWS THAT THE FEATURE OF "MY ONLINE BANKING" INVOLVED IN THE TRANSFER OR PAYMENT IS NOT FUNCTIONING PROPERLY;
- N. AN OCCURRENCE BEYOND OUR CONTROL THAT WE ARE UNABLE TO PREVENT BY THE EXERCISE OF REASONABLE DILIGENCE (FOR EXAMPLE, A FIRE, FLOOD, FAILURE OR MALFUNCTION OF EQUIPMENT OR DELAY OR LOSS OF MAIL BY THE POSTAL SERVICE) PREVENTS US FROM PROPERLY MAKING THE TRANSFER OR PAYMENT; AND
- O. OUR FAILURE TO MAKE THE TRANSFER OR PAYMENT IS JUSTIFIED BY ANY PROVISION OF THIS AGREEMENT, BY ANY PROVISION OF ANY OTHER AGREEMENT BETWEEN YOU AND US CONCERNING ANY OF YOUR DEPOSIT ACCOUNTS, ANY OF YOUR LOAN ACCOUNTS OR TRANSFERS OF FUNDS TO OR FROM ANY OF YOUR DEPOSIT ACCOUNTS OR ANY OF YOUR LOAN ACCOUNTS, OR BY APPLICABLE LAW.

### Notice of loss, theft, unauthorized use or error

If you believe, or any individual acting on your behalf in connection with "My Online Banking" believes, that any of your identification numbers, usernames, or passwords have been lost or stolen, that any transaction involving any of your deposit accounts or any of your loan accounts may have been or may be made without your authorization or that we may have made an error with respect to any of your deposit accounts or any of your loan accounts, you or that individual must contact us immediately. You or that individual should contact us as follows:



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**Telephone:** (866) 875-4500

**Or write to:**

**American Founders Bank**

1200 Forest Bridge Rd

Louisville KY 40223-5170

*Attention:* "My Online Banking" Administrator

If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement, contact us at the number, which appears on this form, and ask for Customer Service or write to us at the address listed on this form as soon as you can. We must hear from you no later than 60 days after we sent you the first statement on which the problem appeared.

\*Tell us your name and address.

\*Tell us the dollar amount of the suspected error.

\*Describe the error or the transfer you are unsure about, and explain why you believe it is an error or why you need more information.

If you tell us orally, we may require you to send us your questions in writing within 10 business days. We will tell you the results of our investigation within 10 business days after we hear from you. If we need more time, however, we may take up to 45 days to investigate your question. If we decide to do this, we will credit your account within 10 business days, for the amount you think is in error. If we ask you to put your question in writing and we do not receive it within 10 business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents used in our investigation.

### LIABILITY FOR UNAUTHORIZED USE

- A. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOSS RELATING TO ANY TRANSACTION OR SERIES OF TRANSACTIONS ORDERED THROUGH "MY ONLINE BANKING" BY AN ORDER OR ORDERS TO US INITIATED BY THE USE OF ANY OF YOUR IDENTIFICATION NUMBERS BY ANYONE ELSE YOU ALLOW, OR ANY INDIVIDUAL ACTING ON YOUR BEHALF IN CONNECTION WITH "MY ONLINE BANKING," TO HAVE ANY OF YOUR IDENTIFICATION NUMBERS;
- B. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOSS OF RELATING TO TRANSACTION OR SERIES OF TRANSACTIONS ORDERED THROUGH "MY ONLINE BANKING" BY AN ORDER OR ORDERS TO US INITIATED BY THE USE OF ANY OF YOUR IDENTIFICATION NUMBERS UNLESS WE FAIL TO EXERCISE ORDINARY CARE IN PROCESSING THE TRANSACTION OR TRANSACTIONS; AND
- C. IN THE CASE OF ANY LOSS RELATING ANY TRANSACTION OR SERIES OF TRANSACTIONS ORDERED THROUGH "MY ONLINE BANKING" BY AN ORDER OR ORDERS TO US INITIATED BY THE USE OF ANY OF YOUR IDENTIFICATION NUMBERS, OUR LIABILITY WILL BE LIMITED TO THE AMOUNT OF THE TRANSACTION OR TRANSACTIONS LESS ANY AMOUNT THAT, EVEN WITHOUT EXERCISE OF ORDINARY CARE, WOULD HAVE BEEN LOST.

### Prohibited Uses

You agree that the following uses of the "My Online Banking" and "My Online Banking" Bill Payment are strictly prohibited. You agree to indemnify, hold harmless, and defend AFB from and against any and all claims, actions, suits, judgments, and expenses (including court costs and reasonable fees of attorneys, accountants and expert witnesses) at your sole expense, arising from your failure to abide by these restrictions on use of the "My Online Banking" and "My Online Banking" Bill Payment.

- a. Unauthorized use or communication of any charge or credit-card information belonging to any other person or entity;
- b. Unauthorized communication of any information concerning any password or other on-line access number, code, or identification or any other proprietary information belonging to any other person or entity;



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- c. Use of "My Online Banking" and "My Online Banking" Bill Payment to copy or to distribute or transmit copies of copyrighted materials belonging to any other person or entity is permitted only to the extent that the owner has provided express permission to you permitting such activity. Copying or distribution or transmitting copyrighted materials other than with permission as specified above is expressly prohibited.
- d. Communicating any obscene or defamatory information.
- e. Use of "My Online Banking" and "My Online Banking" Bill Payment in violation of any telecommunication, postal, or other local laws or regulations of your country of origin or of the United States or in furtherance or in the commission of any crime or other unlawful or improper purpose.

### Cancellation

You may cancel your right to use "My Online Banking" or any feature of "My Online Banking," including "My Online Banking" Bill Payment, at any time by notifying us in writing. The cancellation will not take effect until we receive the notice and have a reasonable time to act on it. We may cancel your right to use "My Online Banking" or any feature at any time, for any reason, and with or without notice to you that we are going to do so. The cancellation will take effect immediately unless we notify you otherwise. Once the cancellation by you or us of your right to use "My Online Banking" or any feature of "My Online Banking" takes effect, we may, but shall have no obligation to, process any order received prior to said cancellation. Your use of "My Online Banking" prior to the date of said cancellation shall remain subject to these Terms and Conditions, which shall survive cancellation.

### E-Mail

E-mail sent to us through "My Online Banking" or via the Bank's World Wide Web site must not be used to communicate urgent information (for example, a stop payment order, a report of a lost or stolen card or a report of an unauthorized transaction involving a deposit or loan account). We will not have to take any action based on any e-mail sent to us through "My Online Banking" until we receive and have a reasonable time to act on the e-mail.

### Recording and obtaining of information

You consent to:

- a. The recording by us, the bill payment processor or any other party providing any service to us in connection with "My Online Banking" of any information, notice, order or other communication sent through "My Online Banking" (for example, e-mail sent to us through "My Online Banking"); and
- b. The obtaining by us or the bill payment processor from the payee of any payment from your payment account that is ordered through "My Online Banking" Bill Payment of any information that we consider or the bill payment processor considers necessary to complete the payment or to resolve any error concerning the payment.

### Reasonable time to act

A reasonable time for us to act on any information, notice, order or other communication or document received by us (for example, e-mail sent to us through "My Online Banking") will not end until at least the close of business on our first business day after our business day on which we receive the information, notice, order or other communication or document.

### Notices and change of address

Any notice we send you concerning this agreement or "My Online Banking" will be sent to your current mailing address shown in our records concerning this agreement or, if allowed by applicable law, sent to your current e-mail address shown in those records or posted on our World Wide Web site. If your mailing or e-mail address changes, you must promptly notify us immediately of the new address. Any notice you give us concerning this agreement or "My Online Banking" must be given in writing unless applicable law provides that it can be given in any other way. You consent to receiving notice at your email address on file with AFB. For the purpose of these Terms and Conditions, a notice or other information provided to you from us via electronic mail shall be considered written notice signed by us.

### Changes in agreement

No change in this Terms and Conditions can be made except in a writing signed by us. We can change this agreement at any time. We will send or deliver to you any notice of the change that applicable law requires us to

## “My Online Banking” Terms & Conditions

send or deliver to you. If applicable law does not require us to send or deliver any notice of the change to you, we will either send or deliver a notice of it to you or post a notice on the World Wide Web site. If you disagree with any change in any Term of the Terms and Conditions, your sole remedy is to discontinue your use of “My Online Banking.” Your continued use of “My Online Banking” after receipt of notice of any change shall constitute your acceptance of the changed Term or Condition.

### Change in “My Online Banking”

We can change “My Online Banking” at any time by adding, deleting, or changing any feature of “My Online Banking.” We will send or deliver to you any notice of the change that applicable law requires us to send or deliver to you. By the use of any added or changed feature of “My Online Banking” by you or any individual acting on your behalf in connection with “My Online Banking,” you will be agreeing to be bound by all our requirements relating to the added or changed feature.

### No waiver

We can exercise, give up, fail to exercise, or delay exercising any of our rights with respect to you or “My Online Banking” without notifying you. By exercising, failing to exercise or delaying the exercise of any of the rights, we will not lose it or any other of the rights. By giving up any of the rights on any occasion, we will not lose it on any other occasion or lose any other of the rights. None of our rights with respect to you or “My Online Banking” can be waived by us except in a writing signed by us.

### No transfer of rights and obligations

You cannot transfer any of your rights and obligations under this agreement or with respect to “My Online Banking” to anyone else. Any transfer of any of the rights and obligations will be void. AFB may transfer any of its rights or obligations hereunder without notice or consent.

### Conflicts/Severability

If any part of this agreement conflicts with applicable law, the law will control, and this agreement will be considered changed to the extent necessary to comply with it. If any part of this agreement is determined by a court to be invalid, the remainder will remain in effect.

### Governing Law/Jurisdiction

Any legal question concerning this agreement or “My Online Banking” will be decided in accordance with the law of the Commonwealth of Kentucky, without regard to its choice of law provisions. You expressly agree and consent to the exclusive jurisdiction and venue of the state and federal courts located in Fayette County, Kentucky, for any dispute arising under this Agreement and waive any and all defenses relating to lack of jurisdiction or inconvenient venue.

### Entire agreement

This Agreement contains the entire agreement between you and AFB relating to your use of “My Online Banking”, provided that other written agreements, terms, conditions and disclosures relating to your accounts whether loan, checking, deposit, or otherwise, and your relationship with us, specifically including, but not limited to, the Terms and Conditions of Your Account, American Founders Bank E-SIGN Disclosure, Electronic Fund Transfers: Your Rights and Responsibilities, Funds Availability Disclosure, shall remain in full force and effect. In the event of a conflict between a term and condition of this Agreement and any agreement applicable to a particular account, the terms and conditions of the applicable account agreement will prevail.

### Acknowledgement and agreement

By completing the Authorization Agreement or online enrollment, using “My Online Banking” or “My Online Banking” Bill Payment, allowing anyone else to have any of your identification numbers or to use “My Online Banking” or “My Online Banking” Bill Payment, you agree to be bound by all Terms and Conditions of this Agreement and all our requirements relating to any feature of “My Online Banking” and “My Online Banking” Bill Payment. Also, if any individual acting on your behalf in connection with “My Online Banking” uses “My Online Banking” or “My Online Banking” Bill Payment or allows anyone else to have any of your identification numbers or to use “My Online



## “My Online Banking” Terms & Conditions

Banking" or "My Online Banking" Bill Payment i, you agree to be bound by all those provisions, requirements and legal terms and conditions contained herein.

### Mobile Banking Agreement & Disclosure

#### Enrollment/Registration/Activation

Mobile Banking is offered as a convenience and supplemental service to your banking with us and is subject to the “My Online Banking” Terms and Conditions. To enroll in Mobile Banking, you must have completed the “My Online Banking” enrollment process at <https://www.afbusa.com>. You may enroll in Mobile Banking by downloading the AFB app from the App Store for Apple devices or Google Play for Android devices. To register a Device, you must be the authorized user for the assigned number for the Device registered. You agree to provide us with true, accurate, current and complete information during the enrollment/registration process.

#### Description of Mobile Banking

Mobile Banking features and services may vary depending on the method of Mobile Banking we offer and method you select. Currently two methods of Mobile Banking are available. One is mobile text messaging that allows you to access available information via text messaging from your Device. The second is mobile banking apps via supported phone or tablet devices. We may also limit the types and number of Accounts eligible for Mobile Banking. Mobile Banking may not be supportable for all devices models or for all carriers at all times. AFB cannot guarantee the availability of underlying data services provided by your mobile carrier, *i.e.* we are not responsible for carrier data outages or “out of range” issues.

The following functionality is currently available to you via mobile text messaging: Available Balance, Transaction History, and transfer capability. Capabilities for mobile app banking include: balances, transaction history, bill payments, transfers, and ATM and branch locator. AFB reserves the right to add, delete, or change available Mobile Banking features at any time, with or without notice, in its sole discretion.

#### Mobile Text Banking Cancellation

You can cancel mobile text messaging by texting STOP to 454545.