

## COMMERCIAL BANK OF GRAYSON

### CONSUMER MOBILE BANKING AGREEMENT AND DISCLOSURE

This Consumer Mobile Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a consumer user of Commercial Bank's Mobile Banking and Mobile Banking Services. It also describes the rights and obligations of the Commercial Bank of Grayson ("Bank"). Please read this Agreement carefully. By requesting and using this Service and electronically verifying the receipt of this agreement and disclosure, you agree to comply with the terms and conditions of this Agreement. Any Business account accessed through Mobile Banking will not acquire consumer rights through this Agreement and Disclosure.

The following definitions apply in this Mobile Banking Agreement and Disclosure:

- The words "**we**", "**us**," and "**our**" refer to the Commercial Bank of Grayson
- The words "**you**" or "**your**" refer to each individual who is identified in our records as the account owner or authorized signer on the account or someone who is specifically designated by the Account holder to have access to the account.
- The term "**Account holder**" shall mean the owner(s) of the account on our records.
- The term "**Account(s)**" refers to any checking, savings, money market or other deposit or loan account you have designated to receive on your Mobile Device.
- The term "**Mobile Banking**" refers to the system that allows customers of the Bank to conduct a number of financial transactions through a mobile device.
- The term "**Mobile Device**" refers to any handheld device used to access our Mobile Banking App using Apple or Android Apps. These devices typically are smart phones, tablets, etc. such as Apple iPhone, HTC, LG, Motorola; iPad, iPod, Windows and Kindle Fire.
- The term "**Mobile Banking Service(s)**" refers to access and transactions on Mobile Banking accounts. You may access more than one Account, view Account balances and transaction information and transfer funds among designated Accounts. Additional services may be added at a later date.
- The term "**Communications**" includes all notices, agreements, acknowledgements, receipts and other information related to your Accounts, including but not limited to disclosures we are required to send by law to you in writing and Bank marketing advertisements and communications.
- **Bank Offices** refers to any of the following locations:
  - Grayson Main Office--208 East Main Street, Grayson, KY
  - Grayson Branch Office--109 N. Carol Malone Blvd., Grayson, KY
  - Olive Hill Office—155 E. Tom T. Hall Blvd, Olive Hill, KY

Bank Dedicated Telephone Number for Online Banking, Mobile or Bill Pay Plus Information is 606-474-2105

#### Use of the Mobile Banking App:

Download the Commercial Bank Mobile Banking App to your Mobile Device. Commercial Bank does not permit your Passcode or any account information to be stored on your device. When a new version of the Commercial Bank Mobile App is available, you will be notified of the update via an alert in the app store for your device. Simply update and continue using your mobile banking app.

We reserve the right to modify Mobile Banking and Mobile Banking Services at any time. In the event of any modifications, you are responsible for making sure that you understand how to use the App as modified. By use of the modified services, you agree to the terms and conditions that apply to them. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking, Mobile Banking Services or your Mobile Device.

The availability, timeliness, and proper functioning of Mobile Banking and Mobile Banking Services depends on many factors, including your Mobile Device, your Mobile Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, and software. Neither we nor any of our service providers, warrants that Mobile Banking, Mobile Banking Services, or the software App will meet your requirements, operate without interruption or be error-free, and neither we nor our service providers, shall be liable for any loss or damage caused by any lack of availability or improper functioning of Mobile Banking or Mobile Banking Services, or for any actions taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of date or loss of personalized settings.

You agree, when you use Mobile Banking and Mobile Banking Services, you remain subject to any terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider (i.e. AT&T, Verizon, etc.) and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking Services, which may include downloading the software, receiving or sending Mobile Banking text messages) or other use of your Mobile Device when using the software or other products and services provided by Mobile Banking, and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Neither we, nor any of our service providers, assume responsibility for the operation, security, functionality or availability of any related network, Mobile Device or mobile network which you utilize to access Mobile Banking.

Mobile Banking and Software are provided "As Is" without warranty of any kind, express or implied including, but not limited to warranties of performance or merchantability or fitness for a particular purpose or non-infringement or any other warranty as to performance, accuracy or completeness. You agree to exercise caution when utilizing Mobile Banking on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information.

Neither we, nor our service providers, are liable for failures to perform our obligations under this Agreement resulting from fire, earthquake, flood, or any failure or delay of any transportation, power, computer or communications system or any other or similar cause beyond our control.

You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to use in connection with Mobile Banking is accurate, current and complete and that you have the right to provide such information to us for the purpose of using Mobile Banking Services. You agree not to misrepresent your identity or your account information. You agree to keep your personal information (email address, etc.) up to date and accurate. You represent that you are an authorized user of the Mobile Device you will use to access Mobile Banking Services, and that you are authorized to download and install the software App on your Mobile Device.

You agree not to give or make available your Mobile Banking password or other means to access your account to any unauthorized individuals. If you permit other persons to use your Mobile Device and PIN or other means to access your Mobile Banking Service, you are responsible for any transactions they authorize. If you believe that your PIN, Mobile Device or other means to access your account has been lost or stolen, or that someone may attempt to use Mobile Banking to access your Accounts without your consent, you must notify us in accordance with the notification requirements set forth in the Commercial Bank's Electronic Funds Transfer Disclosure in this agreement.

## **Contract Terms and Conditions, Changes, Amendments and Termination**

### ***ACCESSING COMMERCIAL BANK ACCOUNTS ON YOUR MOBILE DEVICE:***

This agreement governs the use of the Commercial Bank of Grayson's Mobile Banking and Mobile Banking Service and each person who is referenced on Commercial Bank's records as the Account Holder or is an authorized signer on the account, or any individual specifically designated by the Account Holder to have access to the account. Each Account Holder is jointly and individually liable for all transactions initiated through Mobile Banking Services, including overdrafts, even if the Account Holder did not participate in the Mobile Banking event that resulted in the transaction.

In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Accounts. Your use of the Mobile Banking Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review your other Account disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures.

The terms of this Agreement, applicable fees, and service charges may be changed or amended by Commercial Bank from time to time. Further, Commercial Bank may revise or update the Mobile Banking program from time to time. In the event of a change to this agreement or a change to the program or services, you will receive a notice sent to your email address, or a notice will be

mailed to you via U.S. mail or the notice may be posted on our website. If the Bank sends a notice of the change via email or posts it on our website, you will be deemed to have received it three days after it is sent or posted. If the Bank sends a notice via U.S. mail, you will be deemed to have received it five days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of Mobile Banking and Mobile Banking Services in whole or in part at any time without prior notice. Your continued use of Mobile Banking and Mobile Banking Services, after revised terms and conditions have been given to you, constitutes your acceptance of the revised terms and conditions.

This Agreement will become effective on the date you access your account through Mobile Banking or the date a change to the agreement is received by you and shall remain in full force and effect until termination by either party. If we terminate this Agreement or your use of the Mobile Banking Service for any other reason, we will promptly notify you. We will require written notice in order for you to terminate the contract. This notice may be mailed to the Commercial Bank of Grayson, Attention: Bookkeeping Department, P. O. Box 7, Grayson, KY 41143 or may be presented in person, to the Customer Service Department at any of our offices.

#### **CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS:**

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically. You authorize us to provide to you, electronically, any and all communications regarding each of the Accounts you designate to access via Mobile Banking. All communications provided in either electronic or paper format from us to you will be considered "in writing". For your records, you should print or download a copy of each communication that is provided to you electronically. You must have chosen to receive Online Statements in order to receive and view your statements on the internet through your Mobile Device. If you have not chosen Online Statements, your paper statements will be mailed to you.

You consent to receive via electronic delivery all required disclosures and communications regarding all deposit accounts, loan accounts and lines of credit you have specified to access through Mobile Banking. In addition, you agree to receive Bank marketing advertisements and communications via electronic delivery. Disclosures and other communications that may be delivered to you electronically may include, but are not limited to:

- Periodic statements for Online Statement Account Users
- Legal and Regulatory Notices for your Account, including but not limited to:
  1. Privacy Policy and Annual Privacy Notice
  2. Annual Electronic Funds Transfer Notice
- Notices or disclosures for any change-in-terms information for your account
- Fees or Charges Applicable to the Account
- Other notices we may be required to provide
- Bank Marketing Advertisements and Communications

For each of the Mobile Banking accounts you access, we have no obligation to provide you or any other owner or authorized signer on the accounts, with a paper copy of any communication, unless and until, consent for electronic communications is withdrawn as described in this document. A paper copy of any statement or disclosure may be obtained by making a request in person at the Customer Service Department in any of our offices or by sending us a written request for a paper copy to the Commercial Bank of Grayson, Bookkeeping Department, P. O. Box 7, Grayson, KY 41143 or by printing a copy of your online statement or disclosure. A fee may apply for each additional printed or electronic copies of previous statements requested. No fee shall apply for providing copies of other disclosures as required by law. We reserve the right, but assume no obligation, to provide a paper copy (instead of an electronic) of any communication that you have authorized us to provide electronically.

#### **HOW TO WITHDRAW YOUR CONSENT TO ELECTRONIC COMMUNICATIONS:**

You may withdraw your consent to receive your statements, disclosures and all other communications from us electronically, by providing a notice to us in writing. Any withdrawal of your consent to receive electronic statements, disclosures and communications will be effective after we have a reasonable time to process your withdrawal, up to 10 days from receipt of the withdrawal of consent. This notice may be made in person at the Customer Service Department in any of our offices or by mailing a notice to:

Commercial Bank of Grayson  
Bookkeeping Department  
P. O. Box 7  
Grayson, KY 41143

The legal effectiveness, validity or enforceability of electronic disclosures, previously delivered electronically, will not be affected by your withdrawal of consent for future electronic delivery of communications.

**TERMINATION:** This Agreement may be terminated in accordance with the following provisions:

1. **Termination for Cause:** We may immediately terminate your Mobile Banking privileges, without notice to you, under the following circumstances:
  - You do not comply with the agreement governing your deposit or loan accounts or
  - Your accounts are not maintained in good standing or
  - You have not accessed your Mobile Banking account in more than 90 days.
  
2. **Voluntary Termination.** To terminate this Agreement, you must notify the Bank and provide your name, address, the Mobile Service(s) you are discontinuing, and the requested termination date of the Mobile Service. For your protection, we will not accept any request provided by general use or public email or by telephone. You may notify the Bank by one of the following methods:
  - By mailing a notice to Commercial Bank of Grayson, Attention: Bookkeeping, P.O. Box 7, Grayson, KY, 41143; or
  - Delivering a written notice in person to our Customer Service Department at any of the Bank's Offices.

**USE OF MOBILE BANKING AND MOBILE BANKING SERVICES:**

You agree to provide us with your true, accurate and complete email address, home address, and telephone number. You further agree to maintain and update promptly any changes in this information. You can update this information by logging into your online account, or in person at the Customer Service Department of any of the Commercial Bank Offices, or by sending a written notice to The Commercial Bank of Grayson, Attention: Bookkeeping Department, P. O. Box 7, Grayson, KY 41143. For your protection, we will not accept any change to your email address or other identifying information provided by general use or public email or by telephone. If we receive notification that electronic delivery is not possible due to an incorrect or closed email address, we may elect to consider this a withdrawal of consent for electronic communications.

The Bank will provide instructions on how to use the Mobile Banking Service you choose. You will gain access to your Mobile Banking Service through the use of your Mobile Device using your Mobile Banking Password and your User ID. You may access your Mobile Banking Services 24 hours a day, seven (7) days a week. However, availability of the Mobile Banking Service may be suspended for brief periods of time for the purposes of maintenance, updating, and revising the software.

For purposes of Mobile Banking Service transactions, the Bank's business days are Monday through Friday, excluding federal holidays.

**Cut-Off Time:** All Mobile Banking Service transaction requests received after 6:00 p.m. Eastern Time on business days and all transactions which are requested on Saturdays, Sundays, or federal holidays on which the Bank is closed, will be processed on the Bank's next business day. The Bank's business day begins at 8:30 a.m. Eastern Time.

Canceling payments and transfers:

- Immediate transfers cannot be cancelled
  
- A future dated transfer that was originally set up through your Mobile Banking Service on your Mobile Device may be canceled on your Mobile Device up to the cutoff time on the process date. A future dated transfer that was originally set up on your Online Banking Account must be cancelled through your Online Banking Account.
  
- Bill Pay Plus payments cannot be cancelled on your Mobile Device. They may be cancelled by logging in to your Online Banking Bill Pay Plus Account and requesting a cancellation before the process time of 4:00 p.m. Eastern Time on weekdays.

## **Mobile Banking Transactions**

**A. Account Access:** You may access to view all of your accounts you designate for Mobile Banking Services.

**B. Transfer of Funds:** You may use Mobile Banking Service to conduct the transfer of funds. You may perform immediate transfers between accounts or schedule future transfers between accounts. If there are not sufficient funds in the account, we cannot complete the transfer. However, future transfers will not be impacted. You are advised to check your recurring transfers at the beginning of each month and adjust the process date where necessary.

**Limitations:** Because regulations require the Bank to limit preauthorized transfers (including Mobile Banking transfers) on Savings and Money Market accounts, you can make no more than six (6) transfers per month by preauthorized or automatic transfer or by telephone or Online Banking for these types of accounts.

**C. Bill Pay Access:** If you are a Bill Pay Plus Customer, you may schedule payments or transfers through your Mobile Device for any Payee that has been previously set-up through the Bill Pay Plus system. New payees cannot be added through your mobile device. New Payees may be set up through the Bill Pay Plus system. **View the Bill Pay Plus Disclosures, Terms and Conditions at [www.cbgrayson.com](http://www.cbgrayson.com).**

**Additional Services:** New services may be introduced for Mobile Banking access from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that apply to these services.

### **FEES:**

The Bank offers the benefits and convenience of the Mobile Banking Service to you free of charge. Any fees associated with the use of your Mobile Device will still apply.

### **Use of Electronic Mail (Email):**

If you need to report an unauthorized transaction from one of your accounts, you should not rely on sending the notice to us by email. Email transmissions through public or general email are not secure. We advise you not to send us or ask for sensitive or confidential information such as Account Numbers, Passwords, Account Information, etc. via any general or public email system. If you send the Bank an email message, the Bank will be deemed to have received it on the following business day.

### **Lost, Stolen or Compromised Information:**

If you believe your account information has been lost or stolen, or compromised, contact the Commercial Bank of Grayson, Bookkeeping Department, at 606-474-7811, as soon as possible. In addition, log in to your Mobile Banking site and change both your User Name and Password information.

### **Electronic Funds Transfer Disclosure: Liability for Unauthorized Transfers:**

These provisions are only applicable to online electronic fund transfers which credit or debit a consumer's checking, savings or other asset account and are subject to the Electronic Funds Transfer Act (Regulation E). When applicable, the Bank may rely on any exceptions to these provisions which are contained in the Electronic Funds Transfer Act. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section. The following determines your liability for any unauthorized Electronic Fund Transfer (EFT) or any series of related unauthorized EFTs:

- Tell us AT ONCE if you believe your card, ATM PIN, POS card, or PIN, or Audio Response Pin has been lost or stolen or you believe an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, after you learn of the loss or theft of your card or code, you can lose no more than \$50, if someone used your card or code without your permission. If you not NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.

- Also, if your statement shows transfers that you did not make, including those made with your card or code, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money lost after the 60 days, if we can prove that we could have stopped someone from taking the money, if you had told us in time. If a good reason (such as a long trip or a hospital stay), kept you from telling us, we will extend the time periods.
- If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call the Bookkeeping Department at 606-474-7811 or write us at Commercial Bank of Grayson, Attention: Bookkeeping Department, P. O. Box 7, Grayson, KY 41143. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.
- **Illegal Transactions:** You may not use your ATM, POS or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

**Business Days:** For purposes of these electronic funds transfer disclosure, our business days are Monday thru Saturday. Holidays are not included.

***In Case of Errors or Questions About Your Electronic Transfers:***

If you think your statement or receipt is wrong, or if you need more information about a transfer listed on your statement or receipt, telephone us at **606-474-7811** or write us at the **Commercial Bank of Grayson, Bookkeeping Department, P. O. Box 7, Grayson, KY 41143**, as soon as you can. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) days to credit your account for the amount you think is in error.

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

If a notice of error involves unauthorized use of your point of sale debit card with the VISA logo when it is used as a VISA point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

***Liability for Transfers***

This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event, shall we be liable to you for failure to provide access to your Mobile Banking accounts. Unless otherwise required by applicable law, we are only responsible for performing the Mobile Banking service as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence. We will not be liable to you in the following instances:

- If through no fault of the Bank, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
- If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
- If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
- If your transfer authorization terminates by operation of law.
- If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
- If you have not properly followed the instructions on how to make a transfer included in this Agreement. .
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

In no event shall we have any liability to you or any third party for any indirect, special or consequential damages resulting from or arising out of this agreement.

***Indemnification***

You agree to indemnify, defend and hold our affiliate companies, our directors, officers, employees, agents and us harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to a Mobile Banking transaction.

***Confidentiality:*** You may access a copy of our Privacy Policy on the Bank's website at [www.cbgrayson.com](http://www.cbgrayson.com). We will only disclose information to third parties about your account or transfers:

- 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 merchant;
- to comply with government agency or court order; or
- if you give us your written permission.

This Agreement is governed by the laws of the Commonwealth of Kentucky and applicable federal law.