

# **WesBanco Bank, Inc.**

## **Online Banking Service**

**This document contains important agreements and disclosures that must be accepted in order to electronically enroll in the Online Banking Service.**

**These include:**

- 1. Electronic Disclosure Consent Statement**
- 2. Online Banking Agreement and Disclosure**



## **Electronic Disclosure Consent Statement**

This statement asks for your consent so that we can provide communications and information to you in an electronic format rather than in paper format. Before you decide whether or not you wish to provide your consent to receiving electronic disclosures, you should read and consider the following information. Then, if you decide to consent, you can checkmark the box confirming you have read and agreed to the terms of this disclosure. For your consent to be effective, your computer and browser will need to meet the hardware and software requirements discussed below.

This statement contains important information that we are required by law to provide to you. You should keep a copy for your records. If you have any questions about these disclosures that are not answered, feel free to communicate with us using any of the following contacts:

By mail: WesBanco Bank, Inc.  
Attention: Electronic Banking  
One Bank Plaza  
Wheeling, WV 26003

By telephone: 1-800-905-9043

Our Online Banking Service (also referred to as Internet Banking Service) (the "Service") was designed and built to provide records to you in electronic form. You cannot enroll in the Service online without agreeing to receive the Online Banking Agreement and Disclosure in electronic form.

If you consent, we will also provide other disclosures in an electronic format. These disclosures may include but are not limited to the following:

- Updates or Amendments to our Online Banking Agreement and Disclosure;
- Updates or Amendments to our Mobile Banking Enrollment Terms and Conditions
- Notice of change in account terms;
- Notice of fee changes;
- Responses to any questions you may have about electronic funds transfers;
- Privacy and security notices.

### **1. How to Obtain Electronic Disclosures (E-Disclosures)**

We will always post our most current Online Banking Agreement and Disclosure within the Service. If any amendment(s) to this agreement results in an adverse affect upon our customers, we will provide at least 30 days prior notice through a secure online message and/or external email alert.

We may also send you an external email notice and/or secure message through the Service to inform you where other important disclosures or account statements can be viewed on our website or within the Service.

You may download or print all electronic notices and disclosures from your computer if you have the hardware and software described below. You can also save copies of electronic notices and disclosures to your hard drive or other media for viewing and printing at a later time.

If you have trouble printing or if you need a paper copy for a special situation, you may request a paper copy from us by contacting us through any of the methods listed above. If you need a paper copy of any E-disclosure, we will provide the first copy for free. Charges may apply for additional paper copies.

### **2. System and Equipment Requirements**

Prior to accepting the electronic delivery of disclosures, you should verify that you have the required hardware and software necessary to access the system and retrieve documents and disclosures in an electronic format. You will need:

- Internet Access.
- A computer and Internet browser that can support 128-bit encryption.
- Adobe Reader software, or a similar utility capable of displaying PDF files.
- For security purposes, we support the most current version of popular browsers, such as Microsoft Edge, Mozilla/Firefox, Google Chrome or Apple Safari browser. The most current browser versions are typically more secure and will support 128 bit encryption.
- A printer connected to your computer for printing E-disclosures and/or sufficient hard-drive space or other media (e.g. CD, USB drive) if you plan to save disclosures in an electronic format.
- An external email address. This is necessary so that we can send you notices when E- disclosures are available on our website or within the Service.

We may revise hardware and software requirements from time-to-time. If there is a material chance that the changes may impact your ability to access the system or E-disclosures, we will notify you of these changes thirty (30) days in advance. At that time, you will be given an opportunity to change the format of your disclosures (e.g. change from an electronic format to paper format) without the imposition of any fees.

### **3. Cancellation of E-Disclosures**

If you consent to receive E-disclosures and later change your mind, you may withdraw your consent and change to paper delivery format.

You can notify us of your intent to cancel E-disclosures by sending us a secure message through the Service, or by contacting us through any of the methods listed above.

If you send us a secure message or write us a letter, please be sure to identify yourself and the applicable accounts.

If you have agreed to receive electronic-only account statements, you can "opt-out" on the "Change Document Delivery Method" page within the Documents section in the Service. After your opt-out request is processed, you will begin receiving paper copies of account statements and additional charges may apply.

### **4. Address Changes**

In order to provide E-disclosures, we must maintain current customer email address at all times. It is your sole responsibility to provide us with your correct contact information, including your email address.

You should notify WesBanco Bank, Inc. of any changes to your personal contact information by calling us at 1-800-905-9043 or you can update your personal information at any of our branch locations. If you wish to notify us electronically, please update your personal information through the Customer Service menu within the Service.

### **5. Proceed with Acceptance of E-Disclosures**

With your acceptance, you agree to accept Online Banking Agreement and Disclosure related disclosures in an electronic format. You also agree that you have the necessary equipment for accessing and viewing the disclosures and you agree to notify us if you change your email address or if you no longer want to receive disclosures electronically.

If you do not want E-disclosures, do not checkmark the box confirming that you agree to the terms. If you do not accept E-disclosures you will not be able to proceed with online enrollment for our Internet Banking and Bill Pay Service.

**Financial Institution Contact Information:**

Phone Number:

Email address:

Agreement Date:

The Online Banking Agreement ("Agreement") governs the use of our Online Banking Services ("Services") and serves as the agreement between you and WesBanco Bank, Inc. It is important that you read and understand the terms and conditions provided in this Agreement before you accept its terms. Your use of the Online Banking Services constitutes your acceptance and agreement to the terms and conditions contained herein as well as any other terms made available to you by using Online Banking Services. Additionally, your use of any Online Banking Services that we introduce in the future constitutes an acknowledgement and agreement to the terms and conditions associated with those Services. Any agreements, amendments, notices, periodic statements and other communications may be provided to you in electronic format if you have authorized that format of delivery. In the event of a conflict between this Agreement and the Deposit Account Agreement, this Agreement will control. If you have any questions about this Agreement, contact us at 800-905-9043 prior to acceptance.

**DEFINITIONS.** The terms "you", "your" and "Authorized User" refers to any and all individuals authorized by an account owner/authorized signer to access Online Banking Services. The terms "we", "us" and "our" refer to Wesbanco Bank, Inc., the financial institution.

The term "Account" refers to your account or accounts with us that you have designated for Online Banking Service access and that we allow to be included under this service. The type of accounts that may be designated include consumer deposit accounts, such as Checking, Statement Savings, NOW accounts and Money Market accounts, consumer loans, line of credit accounts, and mortgage accounts. You must be an Account owner/authorized signer for each Account that you designate, and the accounts must permit withdrawal by a single signer.

The term "Login Credentials" refers to the combination of your username and password that must be used together to securely access your account information.

The term "Disclosures" refer to the regulatory disclosures provided to you at the time of depository account opening, such as the Truth in Savings Disclosure, Funds Availability Disclosure, Electronic Fund Transfer Disclosure, Processing Order Policy and Privacy Policy, as well as any schedule of fees and charges. These Disclosures still govern the Account.

The term "Business Day" refers to any day other than a Saturday, Sunday or federally declared legal holiday, or as otherwise described in the Disclosures provided to you with your account. Please refer to your Disclosures for detailed information regarding Business Days.

The term "Check Image" refers to the digital image of any check you transmit to us using Remote Deposit Capture.

The term "item" refers to the definition provided in Article 4 of the UCC.

The term "check" refers to the definition provided in Regulation CC.

The term "Original Check" refers to the definition provided in Regulation CC.

The term "Substitute Check" refers to the definition provided in Regulation CC.

The term "Electronic Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: electronic image of, and electronic information derived from, a paper check or paper returned check, respectively, that— (1) Is sent to a receiving bank pursuant to an agreement between the sender and the receiving bank; and (2) Conforms with ANS X9.100-187, unless the Board by rule or order determines that a different standard applies or the parties otherwise agree.

The term "record" refers to a writing created, generated, sent, communicated, received, or stored by electronic means.

**SYSTEM REQUIREMENTS.** Online Banking Services provides you with the convenience and flexibility to perform certain banking transactions and functions for designated Account(s) through Internet access on your personal computer or via a wireless handheld device. You must meet minimum software and hardware requirements for each device you use to access Online Banking Services in order to take advantage of these Services. If you decide not to maintain such hardware and software, you may cancel Services at any time by contacting Customer Service.

**SECURE ACCESS.** You must follow all necessary instructions and obtain your Login Credentials before gaining access to Online Banking Services. We may also utilize uniquely identifying information to confirm your identity. It is recommended that you change your Login Credentials through Online Banking Services, or with the assistance of our Customer Service, as allowed by our security requirements. There may be additional or optional security measures instituted by us from time to time as we determine necessary to ensure the security of the Services.

Subject to federal and state law, and the terms and conditions of this Agreement, you are liable for any transaction or function performed using Online Banking Services, whether made by yourself or someone authorized by you, using your Login Credentials. You agree to take all reasonable measures to protect the security of your Login Credentials.

## Consumer Accounts.

Consumers accessing Consumer Accounts using Online Banking or Mobile Banking.

**Consumer's Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your PIN/Password/User ID has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account to which you have access to Online Banking Services, plus your maximum overdraft limit or the balance in any other account connected to your Account for overdraft protection. In case of errors or questions about Online Banking transactions, promptly call us at 1-800-905-9043.

Also, if your statement shows transfers that you did not make, including those by card, code or other means, 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 you 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.

For more information on your rights and obligations concerning unauthorized or erroneous transactions, please refer to WesBanco Electronic Fund Transfer Initial Disclosures, which is an Account Disclosure, provided to you when you opened your Consumer Account. If you need another EFT Agreement, call us at 1-800-905-9043.

**Notice of loss, theft, unauthorized use or error.** If you believe, or any individual acting on your behalf in connection with Online Banking that any of your Login Credentials have been lost or stolen, that any transaction involving any of your 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 Accounts, you or that individual must contact us immediately. You or that individual should contact us as follows:

Telephone: 1-800-905-9043

Or write to:

WesBanco Bank

Attention: Digital Banking

One Bank Plaza

Wheeling, WV 26003

If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement, telephone us at the number in this section and ask for Customer Service or write to us at the address listed in this section 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 provide oral notice, you may be required to send in your complaint or question in writing within ten (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 (10) business days for the amount which you think is in error, so that you will have the use of the money during the time it takes 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. 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 document that we used in our investigation.

**Consumer Information Privacy.** The WesBanco Bank Privacy and Security policies explain how we collect and protect personal information and how and why in certain limited cases we may share such information. Please review such disclosures, found at [www.wesbanco.com](http://www.wesbanco.com).

As a precaution, we recommend that you not send email(s) or other electronic messages containing confidential Account information. You agree to not leave any device unattended while logged into Online Banking Services and you should never share your Login Credentials with us or anyone else. You understand that we are entitled to act upon any instructions received under your login information; therefore, you agree to guard and protect your Login Credentials to ensure the security and protection of your accounts. If you have any concerns or suspicions that an unauthorized person has gained access to your Account through Online Banking Services, we recommend that you change your Login Credentials if possible and notify us immediately. Our contact information for security issues is provided below.

### Customer Service for Security Issues

WesBanco Bank, Inc.

Attention: Digital Banking

1 Bank Plaza

Wheeling, WV 26003

800-905-9043

**Use of Personal Information.** If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

**TRANSACTIONS AND FUNCTIONS OF THE SERVICES.** The transactions and functions available through Online Banking Services may include, but are not limited to, the following:

- Transfer of funds between Accounts.
- Transfer of funds between Accounts on a recurring basis.
- Balance inquiry on each Account.
- Request or retrieve a copy of a paid check or past statement on the Account.
- Re-order checks for your Account(s), as applicable.
- Change the Account(s) and Access Information for your Online Banking Services.
- Conduct secure email communication with us regarding your Online Banking Services.
- The use of our Bill Pay service.
- The use of Remote Deposit Capture ("RDC") services.
- The use of Mobile Banking services.
- View loan balances and requesting advances from a personal line of credit or Business Flex-line of credit into another account.

The above transaction and function capabilities may be available, either all or in part, depending on the Account, customer type, or other Online Banking Service limitations. We reserve the right to restrict the use of Online Banking Services for an account type or to impose any other limitation or restriction on the use of these Services.

Our policy allows us to restrict the number of transfers or withdrawals you can make on a Money Market account and Savings account, or we may allow you to make an unlimited number of transfers or withdrawals from these accounts. If we restrict the number of transfers or withdrawals you can make on these accounts, you understand that we will not allow more transfers or withdrawals than the maximum number specified in the Disclosures. If we do not restrict the number of transfers or withdrawals you can make on these accounts, your account may still be subject to other transaction limitations. Please refer to the Disclosures to understand which transaction limitations, if any, apply to your account.

**ONLINE TRANSACTION FUNDING.** In order for us to process an Online Banking Services transfer request, the Account that you have designated for the debit must have sufficient funds to cover the transfer, including any overdraft protection options you have selected, and the funds must be considered available as described in our Processing Order Policy. Please refer to your Disclosures regarding the amount and manner in which Overdraft and Return Item Fees may be assessed. We are under no obligation to you when we have been unable to complete a transfer request due to an insufficient Available Balance as that term is defined in our Processing Order Policy, or due to other circumstances out of our control, such as a system or power failure. If we are consistently unable to complete the requested transfer due to insufficient Available Balance in the designated debit Account, then we reserve the right to cancel the transfer request and to review your Online Banking Services privileges. We also reserve the right to overdraw your Account to complete the transfer, whether or not we have overdrawn the Account for a transaction in the past or continue to do so in the future, and hold you responsible for any overdrawn balances and related Overdraft Fees that may be assessed.

**EFFECTIVE TIMING OF TRANSACTIONS.** Online Banking Services are available for your use 24 hours each day, seven days a week, unless the system is undergoing maintenance, which may occur from time to time. The posting of Online Banking Services transactions depends on the time and day of the transaction. Transfers between your Accounts requested through Online Banking Services before 8:00 PM ET on a Business Day will post the same day and be included in the Available Balance for the receiving Account. Transfers between your Accounts requested after 8:00 PM ET on a Business Day, or requested on a non-Business Day, will post on the following Business Day to the receiving Account and will be considered in the Available Balance on that day. Separate terms and conditions for availability of funds may apply to transactions completed using RDC services and will be disclosed to you in any agreement governing the RDC services if applicable.

**CANCELLING A TRANSFER.** A one-time transfer is immediate and cannot be cancelled. The deadline for cancelling a recurring transfer request is 8:00 PM ET the Business Day prior to the effective date of the transfer. If you have any questions or problems cancelling the transfer, contact Customer Service by using the information provided in this Agreement.

**BILL PAY SERVICES.** The following provisions are specific to our Bill Pay services and are in addition to the terms and conditions provided in the Agreement for Online Banking Services with us.

If not a proprietary service, we are offering these services under a licensed agreement with a third party ("Licensee"), which includes any sub licensor, successor, assignee, or provider of any associated hardware or software needed by the Licensee to support these services.

**USING BILL PAY.** You can access the Bill Pay Services in the same manner as you access other Online Banking Services, using your Login Credentials and meeting any other security measures that we may institute. You must indicate the Account that is to be considered the designated account to be debited for your bill-paying activities. If using a Savings or Money Market account, be aware that our policy may limit the number of transfers or withdrawals from these accounts. See the Transaction Limitations provision of this Agreement. You must maintain

a sufficient Available Balance in the designated Account to satisfy the expected payment activity. There is a \$0.01 minimum, and a \$5,000 per transaction or \$7,500 daily maximum dollar amount that may be set-up as a payment for a consumer customer using our Bill Pay services. There is a \$0.01 minimum, and a \$15,000 per transaction or \$20,000 daily maximum dollar amount that may be set-up as a payment for a commercial customer using our Bill Pay services.

In order to pay bills, you will need to create a list of payees. You will provide the required information on each payee to submit your payments accurately on your account with the payee. We require at least 2 business days as set-up time for electronic payments and at least 4 business days as set-up time for check payments to those payees that cannot yet accept an electronic payment and are to receive a check through our service. If we pay your bill by issuing a Check, we may, at our discretion, send the Check to the payee before the due date you selected. The payee may cash the Check before or after the selected due date. If your account has insufficient Current Balance when the payee cashes the Check and we pay the item on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you Overdraft Fees. Refer to the Account Agreement and the Processing Order Policy for more information. If you fail to take into account our required set-up time and the payment is received by the payee after the due date, we are not responsible for any late charges or other actions that may be taken by the payee due to the late payment. Please make other payment arrangements for the due payment and set-up the next payment to that payee through our Bill Pay service.

We, and Licensee when indicated, assume responsibility for all reasonable efforts to process your payments through our online Bill Pay services in a timely and accurate manner. We accept no liability for any damages you may incur due to an insufficient Available Balance in the designated Account that may adversely affect payment processing, any inaccuracies in the payee information supplied in regards to this payment, any mishandling or delay in posting by the payee or the payee's financial institution of account, or any system or postal delays or interruptions or any other circumstances out of our control, to the extent allowed by state and federal law and the provisions of this Agreement. Also, contact us immediately if you suspect any security breach of your Login Credentials or any unauthorized activity using this service.

**CANCELLING BILL PAY.** You may cancel Bill Pay Services at any time by contacting us by phone at 800-905-9043 or in any other form or manner acceptable to us. When not cancelled in writing or in a record to us, we may require a record or writing confirming the service cancellation. Be aware of any outstanding payments and make arrangements for future payments to the payees. When deleting specific payees only, you may individually delete that payee and retain the services for any remaining payees.

**REMOTE DEPOSIT CAPTURE ("RDC").** The following provisions are specific to our RDC services and are in addition to the terms and conditions provided in the Agreement for Online Banking with us.

RDC services allow you to make deposits to your Account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use this Check Image to create an Electronic Check or Substitute Check for collection. The Check Clearing for the 21st Century Act and Regulation CC govern the use of RDC services and have enabled financial institutions to accept Substitute Checks, which are the legal equivalent to Original Checks for all purposes.

**RDC FEES AND CHARGES.** Any and all fees and charges associated with your Accounts remain in effect when accessing and using RDC services. You understand that standard data charges and messaging rates imposed by your wireless service provider may apply and that these rates and charges are your sole responsibility. Please contact your service provider for additional information.

**ELIGIBILITY OF ITEMS.** You may only submit items for deposit that are within the dollar limits established for you. We reserve the right to limit the dollar amount and frequency of deposits made through RDC services by you and we may raise or lower your dollar limit in the future at our sole discretion at any time. You agree that we are not obligated to accept any Check Image that we determine to be ineligible and you agree to deposit only "Checks" as defined by Regulation CC. You acknowledge that ineligible items include but are not limited to the following: ACH payments or wire transfers, items drawn on banks located outside of the United States, cash, illegible items, incomplete items, items which contain indicia of alteration, any check that has previously been converted to a Substitute Check, any item that contains indecipherable magnetic ink character recognition ("MICR") data, any check originally made payable to a party other than you and any stale or postdated items. You agree to place on the backside of each Check processed for collection through this Service a restrictive endorsement which reads "Mobile Deposit", or words to that effect as satisfactory to Bank. Endorsements must be made on the back of the Check within 1&1/2 inches from the top edge, although Bank may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings will be your responsibility. We may reject any Check payable to co-payees, even if you are one of the payees listed on the face of the Check.

**PROCESSING REQUIREMENTS.** You agree you will not alter any Original Check or Check Image under any circumstance and you warrant that all Original Checks are authorized for the amount stated on the check by the person who created the check. At the time of presentment to you by drawer, any checks that you initiate for deposit must contain all necessary information on the front and back of the check, including all endorsements, the identity of the drawer and paying bank that is preprinted on the check and the image quality must be in compliance with the minimum requirements established by the American National Standards Institute ("ANSI"). Determination of image quality compliance is in our sole discretion and any check may be rejected if it does not meet this criteria. You also agree that all Check Images you submit for deposit through RDC services will not contain any viruses or other potentially harmful attributes. In case of a rejection of a Check under this Service, you will need to deposit the item using other means, such as visiting one of our banking centers. It is your responsibility to establish and maintain

procedures to safeguard against unauthorized deposits or use of the Service. In tendering a RDC image under the Service, you make to us as the bank of deposit all warranties and indemnification as are stated in all applicable law, including but not limited to Regulation CC. In the event a non-eligible item is presented through the Service, or if a Check submitted through the Service is presented for collection by a holder in due course, then you shall be liable to us for damages we sustain in amounts up to the face amount of the instrument, accrued interest, our own costs and reasonable attorney fees, and all costs and attorney fees which may be awarded to or agreed upon in damages with any third-party.

**ACCEPTANCE OF ITEMS.** We reserve the right to reject any item transmitted through this Service, at our discretion, without liability to you. We are not responsible for any items which we do not receive. Items received will each be reviewed for acceptability and any accepted item will be converted into a Substitute Check. You agree that electronic conveyance of a check does not equate to receipt of the check. You agree that a notice confirming receipt of your deposit does not mean the item is error-free or that it will not be rejected upon further review. If we do reject an item for any reason, we will provide you with a notice of rejection; however, we will not be liable for loss suffered as a result of the rejected item. We will also provide you with a notice if your deposited item is dishonored, in which case you permit us to debit such amount from your account. You may confirm receipt of all deposited items by viewing your account statements or by contacting Customer Service.

**RETENTION AND DISPOSAL OF CHECKS.** You agree to securely preserve and protect each Original Check for a period of 10 business days and during this period you agree to provide any Original Check to us upon request. Once you have obtained confirmation from us that we have received an item, you agree to indicate its presentment via electronic means directly on the Original Check. You agree you will not deposit or submit any Original Check, or photo image of the same Check, which you have already submitted or deposited electronically through this Service into an account you own with us, at any other institution or attempt to negotiate the Check for collection with any third-party. At the expiration of the 10 business day period, you will destroy each Original Check in its entirety to ensure it is not presented for payment again. You understand that any misuse of a Check Image after presentment to us is your responsibility and you will be solely liable for any loss resulting therefrom.

**MOBILE BANKING.** The following provisions are specific to our Mobile Banking services and are also supplemented by the Mobile Banking Enrollment Terms and Conditions that you will be provided when you sign up for those services.

Mobile Banking services refers to all financial services made available to you and which you may access through the use of a wireless handheld device or mobile phone, including but not limited to viewing account balances, remote deposit capture, making payments and transfers, and text message banking. To access Mobile Banking, your phone or other mobile communication device must be connected to the Internet either via your mobile communication service provider or other provider, support 128-bit encryption, and be able to receive SMS text messages. To use Mobile Banking, you must first be enrolled in Internet Banking with WesBanco and then subscribe to Mobile Banking. The same credentials (Login ID and Password) that are in place for your Internet Banking service apply to Mobile Banking.

**ACCESSIBILITY AND LIABILITY.** Our Mobile Banking services are designed to be available 24 hours each day, seven days per week. We do not warrant that Mobile Banking services will always function properly or that disruption or suspension of services will not occur. You agree that we will not be liable for any loss, costs, damages or expenses resulting from the interruption of Mobile Banking services. You also agree that the Mobile Banking services are separate from any services provided by your wireless service provider. Your wireless provider is responsible for any issues involving your handheld device, your internet access or any other of its services and products you use to access Mobile Banking services. Standard data and messaging rates, short message service (SMS) fees and other charges from your wireless provider may apply when utilizing Mobile Banking services.

**MOBILE DEVICES.** You are responsible for providing and maintaining your own wireless handheld device and for ensuring that it is compatible with Mobile Banking services. We are not responsible for any problems you may experience with your equipment or for any damage to your device from the use of these services. You understand that wireless devices may be subject to malware and other malicious intrusion, and we are not responsible for ensuring your device is protected from these threats.

**TRANSACTION LIMITS.** You acknowledge that we may limit the number and frequency of transactions conducted through Mobile Banking services and that we may also place limits on transaction and transfer amounts in our sole discretion. Without limiting our ability to impose and change these limits, the current consumer account daily limit is 4 transactions with a total dollar limit of \$2,500.00 per business day; the current commercial account daily limit is 4 transactions with a total dollar limit of \$10,000.00 per business day. In addition, consumer accounts currently have a total dollar limit of \$5,000.00 per any 20 consecutive business day period.

**COST OF SERVICE.** Account transaction fees as stated in the Disclosures and any schedule of fees and charges provided to you remain in effect and are not eliminated or changed with the use of Online Banking Services. You have sole responsibility for any service fees you incur from your telephone, Internet or wireless service providers. When signing up for certain Online Banking Services, a separate Fee Schedule and charges specific to these Services will be provided.

**YOUR LIABILITY.** You are responsible for the activity performed through Online Banking Services and Mobile Banking services performed using your Login Credentials, including any activity performed by others who use your Login Credentials whether or not authorized by you, as disclosed in our Electronic Fund Transfer Disclosure. You also agree to review your Account activity online, through periodic statements or through the use of any other application, and also to promptly notify us of any suspicious or unauthorized activity. Any questions or concerns about any activity should be directed to Customer Service as provided in your Electronic Fund Transfer Disclosure.

You acknowledge that you do not own or have any proprietary rights to Online Banking Services and any unauthorized reproduction in whole or in part is strictly prohibited. You agree not to use Online Banking Services to conduct any



activity that is illicit or illegal. You agree to comply with all applicable federal and state laws, Nacha Operating Rules, and the terms and conditions of this Agreement, and any other Account Agreement or Disclosure by reference, in regards to these Online Banking Services and any transaction or functions performed using these Services. In the event of a conflict between this Agreement and any other Disclosure or Agreement provided, the Account Agreement will take precedence over this Agreement.

**OUR LIABILITY.** We are responsible for taking all reasonable measures to ensure that the Online Banking Services is available and functioning optimally, reserving the right to temporarily remove the Services from access for maintenance or upgrades from time to time. We also accept responsibility to process any function or transaction requested by you through this service in a timely manner when submitted within the terms and conditions of this Agreement.

We will provide you with the hardware and software specification for these Services and any amendments as they occur from time to time. We accept no responsibility, and you agree to hold us harmless, for any delay or inaccuracy of any transaction or function information due to an interruption or loss of communications in the service provided by your Internet, browser or wireless provider, or your system hardware or software, or other Force Majeure event, to the extent allowed by state and federal law. We also accept no responsibility, and you agree to hold us harmless, for any system virus or other system problem attributable to Online Banking Services or to your Internet or wireless service provider.

**CANCELLING SERVICE.** You may cancel any or all of the Online Banking Services at any time by contacting Customer Service in a form and manner acceptable to us. Upon cancellation, you agree to immediately discontinue any use of the Services and you agree to remain liable for all transactions performed on your Account. We reserve the right to refuse your application for Online Banking Services if your account is not in good standing as determined by us in our sole discretion, and to suspend, restrict or cancel your authorization to use the Services, at any time, at our discretion. We will take reasonable measures to reach you concerning the Service cancellation, but are under no obligation to provide you such notice. If Service is reinstated, this Agreement will remain in effect.

**GOVERNING LAW.** The terms and conditions of this Agreement are subject to and governed by the laws of the state of West Virginia and federal law. The Accounts designated for access through Online Banking Services continue to be governed under the Agreement and Disclosures provided to you for each account. Changes in these laws may change the terms and conditions of this Agreement or of the Agreements and Disclosures associated with one or more of the Accounts. We will notify you of any changes as required by law.

**SEVERABILITY.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**ASSIGNABILITY.** We may assign our rights and duties under this Agreement to an affiliate or successor. You may not assign your rights and duties under this Agreement at any time.

**NO WAIVER.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege under this Agreement shall effect or preclude our future exercise of that right, remedy, power or privilege.

**ACKNOWLEDGMENT.** I/We have read and understood the above provisions of the Online Banking Agreement and Disclosure and agree to be bound by its terms.

By X \_\_\_\_\_

By X \_\_\_\_\_