



Online & Mobile Banking Agreement / Term & Conditions
CFSB, 221 W 5th St, Benton, KY 42025

DISCLOSURE REQUIRED BY FEDERAL LAW
READ AND SCROLL DOWN

CFSB's Online & Mobile Banking Services Agreement

Introduction. This Online & Mobile Banking Services Agreement (Agreement) is between you (a natural person that uses the Service for personal, family or household purposes) and/or your business entity (for business purposes) and CFSB. This Agreement governs your use of CFSB's online banking services (Online Services or Online Banking), as well as any transactions that you may initiate with and/or request from CFSB through Online Services (Online Transactions). Online Services permits you to perform a number of banking functions involving your Accounts that are linked to Online Services through the use of a personal computer, tablet, phone or other Internet-enabled access device. You agree to be bound to the terms and conditions pertaining to CFSB Online Banking and the specific terms and conditions applicable to any other associated services that you elect to use as set out below.

Certain important terms applicable to all services of Online Banking, unless otherwise defined in this Agreement, are set out in the Definitions section in DEFINITIONS at the end of this Agreement.

This Agreement does not cover transfers you may make at a Banking Center, a telephonic individual voice response system (IVR) or through an automated teller machine (ATM). CFSB is providing you with this Agreement in accordance with, and it is subject to, Applicable Law. Please read this document carefully, as it discusses in detail your rights and responsibilities when enrolling in Online Services and when conducting Online Transactions through Online Services.

By proceeding to use Online Services, you acknowledge that you have read, understood, and agree to be bound by this Agreement and the terms and conditions associated with your use of Online Services, including any Online Transactions you initiate through Online Services.

We recommend that you print or store a copy of this Agreement and keep it with your records. You may also view this Agreement, at any time, at the disclosure page on our website at yourlifeyourbank.com/disclosures

Online & Mobile Banking Service Features. This portion of the Agreement describes the general features, terms and conditions of Online Banking applicable for Personal and Business Users, except as may otherwise be expressly indicated.

Who Is Eligible. You are eligible to use Online Banking if you maintain an open Account (checking, savings, certificate of deposit and/or some eligible loan types) and have executed this Agreement, and if we have otherwise approved your use of Online Services, as described further below.

Access. To use CFSB Online & Mobile Banking, you must have a personal computer, tablet, phone or other Internet-enabled access device (Device). You must also have access to the Internet and an email address. To register for Online Services, you must complete an enrollment and/or other set-up process and associated form(s) and be approved by us in our sole and exclusive discretion. Your enrollment in Online Banking will, subject to other terms of this Agreement, enable you to use all features of Online Services, and access those Accounts that you have designated through and that are eligible for access with Online Banking. User profiles may be purged after six (6) months of inactivity.

Subject to Applicable Law, and at our sole discretion, we reserve the right to modify, suspend, or terminate access to Online Services at any time without notice. We may limit your access to Online Services or the dollar amount and/or frequency of your transfers and payments based on your account activity and/or review of other risk factors.

Hours of Access. CFSB Online & Mobile Banking is generally available seven (7) days a week, twenty-four (24) hours a day. Some or all features of Online Banking may not be available from time to time due to problems arising in connection with transmissions over the Internet, as well as emergency or scheduled system maintenance. We will post a notice of any extended periods of non-availability on the Online Banking site.

Basic Features of Online Services. By enrolling in CFSB Online Banking, you will have access to Online Service's basic features, which allow you to:

- View current balance and transaction information on your Account(s);
- View Account history;
- Perform Internal Transfers between certain Account(s) you have with us on either a one-time or recurring basis;
- Perform certain External Transfers between your Account(s) with us and accounts at other financial institutions on either a one-time or recurring basis;
- Stop payment of checks you have written;
- Download and/or export Account history information for use with other systems such as Quicken® and QuickBooks®;
- View check images;
- Perform self-service Account maintenance such as re-ordering checks, download images and your periodic Account statements, and changing address and phone information,
- Set-up Account alerts;

- Receive electronic Account statements;
- Send secure messages to us regarding Online Services;
- Pay Bills using the Bill Payment Service;
- Use your Mobile Device to perform certain Mobile Banking Service functions;
- Use your Mobile Device to perform certain Mobile Remote Deposit Capture Service

Some of the above features may not be available for certain Accounts or customers. Additional information regarding some but not necessarily all of the above features is provided below.

Additional online banking services may be added by us from time to time in our sole discretion. By using these additional services when they become available, you agree to be bound by the terms and conditions associated with such services, as such terms and conditions are provided to you by us.

The use of certain features or modules related to Online Services may incur fees or other charges. See our Fee Schedule [\[CFSB Policies – Community Financial Services Bank \(cfsbky.com\)\]](#) for further information or by contacting our Client Service Center at 270-527-4600 or 888-226-5669.

Limits on Amounts and Frequency of Online Banking & Mobile Banking Transactions. The number of transfers from Accounts and the amounts which may be transferred via Online Banking, including via the Mobile Banking Service, are limited pursuant to the terms of the applicable Account Terms and Conditions and as otherwise described in this Agreement or in other communications we may provide to you. You understand that those limits include federal restrictions on the number of Internet (via Computer or Device) transfers from Personal Money Market Savings Deposit Accounts (or other savings Accounts) processed in a statement cycle. For a more detailed description of the limits on such Internet transfers, please refer to the applicable Account Terms and Conditions.

ONLINE TRANSFERS

Preauthorized Recurring Fund Transfers. To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

Limits on Online Funds Transfers. You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars.

For security reasons, we may implement limits on the number or amount of transactions you can make using our Online and Mobile Banking service. We also reserve the right to limit or suspend access to our Online and Mobile Banking service as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

Withdrawals from certain types of accounts may have limits imposed. Please check your Account Terms and Conditions or contact us for more information.

When Online Funds Transfers are Made. Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least 1 business day for us to process transfers. Each transfer will be posted to any account with us from which it is made, and to any other account with us that is involved in the transaction, on the business day on which the transfer is made. Each transfer you make on a non-business day, or after our Online and Mobile Banking cut-off time on any business day, will be considered made on the following business day. Information you obtain about your accounts using our Online and Mobile Banking service may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

Our Liability for Failure to Complete Transfers from Consumer Accounts. If we do not complete a transfer from a consumer account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will NOT be liable, for instance:

- If, through no fault of ours, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds;
- If any transfer would go over the credit limit of any account;
- If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction;
- If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction;
- If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware;
- If you do not instruct us soon enough for your transfer to be received and credited;
- If the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction;
- If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.

Limits on Internal Transfers. In addition to the Available Funds requirements and other limits described above and in this Agreement generally, please see the applicable Account Terms and Conditions for a more detailed description of limits on Internal Transfers.

Stopping or Changing Transfers and Stop Payments. If you want to stop or change transfers or stop a payment you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both one-time transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in our Online Banking no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change.

You may also call our Client Service Center at 270-527-4600 or 888-226-5669. Or, you may write to us at Mailing Address:

Community Financial Services Bank
PO Box 467
Benton, KY 42025

or by using any electronic stop payment method which we provide for this purpose. If you call or write, you must do this in time for us to receive your request 3 business days or more before the transfer is scheduled to be made.

If you order us to stop a preauthorized recurring transfer from a consumer account as described above, and we do not do so, we will be liable for your losses or damages.

Transfers Involving Insufficient Funds. If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

ONLINE EXTERNAL TRANSFERS

Registration and Access. You must be a consumer or operating under your SSN (Sole Proprietor) enrolled in CFSB Online & Mobile Banking in order to transfer funds between your Accounts with us and accounts at other financial institutions ("External Transfers"). External Transfers are outbound and inbound transfers that move funds to or from one of your eligible Accounts with us to or from a registered account at another financial institution. An "Inbound" transfer moves funds into an Account you own with CFSB from an account you own outside of CFSB. An "Outbound" transfer moves funds from an Account you own at CFSB to an account outside CFSB that is owned by you or for which you otherwise have the authority to transfer funds. You will need to enroll each non-Bank account that you wish to use for External Transfers.

You agree that (i) you will only register eligible non-Bank accounts (i.e., accounts at financial institutions other than CFSB) on which you are an individual or joint owner, or for which you otherwise have the authority to transfer funds, and (ii) you will only use External Transfers for transferring funds between your personal Accounts with us and registered personal accounts at other financial institutions.

Scheduling External Transfers. External Transfers can be scheduled (or initiated) on either a one-time basis or a recurring basis. One-time transfers may be scheduled to be sent on the same business day (before 3pm) or scheduled to be sent on a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. One-time future-dated or future recurring transfers scheduled for a weekend or a non-Business Day will be processed on the prior Business Day. All other one-time future-dated and recurring transfers will be processed at the end of the Business Day requested. The cut-off time and delivery date of External Transfers is set forth in Online Banking and/or in this Agreement.

When Transfers are Debited/Credited to/from Your Account(s). Transfers initiated before Cut-Off Time: Funds involving an External Transfer from your Account with us (Outbound) will be debited from your Account and credited to the receiving non-CFSB account on the next Business Day after you initiate the transfer. Funds involving Inbound transfers will be debited from the external, non-CFSB account and credited to the receiving CFSB Account on the next Business Day after you initiate the transfer. Funds credited to the receiving CFSB account may not be available for use until the second business day following the day of credit. For accounts that are less than 30 days old, the funds credited to the receiving CFSB account may not be available until the 5th business day following the day of credit.

Transfers initiated after Cut-Off Time. Funds involving an External Transfer from your Account with Bank (Outbound) will be debited from your Account and credited to the receiving external, non-CFSB account on the second Business Day after you initiate the transfer. Funds involving Inbound transfers will be debited from the external, non-CFSB account and credited to the receiving CFSB Account on the second Business Day after you initiate the transfer. The funds credited to the receiving CFSB account may not be available for use until the second business day following the day of credit. For accounts that are less than 30 days old, the funds credited to the receiving CFSB account may not be available until the 5th business day following the day of credit.

Canceling Scheduled Transfers. Future-dated External Transfers (either onetime or recurring) can be cancelled prior to the cut-off time set forth in Online Banking on the Business Day prior to the date the transfer is scheduled to be made. However, if the transfer's status is processing, you can no longer cancel it. NOTE: Immediate transfers cannot be cancelled via Online Services once the transfer has been processed.

Limitations on External Transfers. In addition to the limits described in the applicable Account Terms and Conditions, External Transfers are subject to daily and aggregate total limits which may change at any time, without prior notice (other than any notice required by applicable law).

Disqualifying Events. You agree that we may reduce the dollar limits on transfers as described above, or terminate your eligibility to make future transfers (including canceling scheduled future transfers), in each case without prior notice (other than any notice required by Applicable Law), upon occurrence of a Disqualifying Event. Each of the following is a "Disqualifying Event":

1. Any of your Accounts with us are not current or are not in good standing;
2. You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Account with us during the current or three (3) prior calendar months;
3. You have had any prior External Transfer involving accounts at other financial institutions cancelled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason;
4. We suspect fraud or unauthorized use has or may occur with respect to your Account(s) with us or with respect to any External Transfer(s).

External Transfers and Available Funds. You agree to have Available Funds on deposit in the Account you have designated in amounts sufficient to pay for all External Transfers requested, as well as any other payment obligations you have to us. If External Transfers process against any uncollected deposit, uncollected balance or otherwise insufficient Available Funds in your Account, YOUR ACCOUNT WILL BE ASSESSED AND CHARGED THE APPROPRIATE OVERDRAFT, UNCOLLECTED OR RETURNED ITEM INSUFFICIENT CHARGES. See our current Fee Schedule for the current fees, if applicable, for these charges.

FINANCIAL MANAGEMENT SOFTWARE (FMS)

Once enrolled in CFSB Online & Mobile Banking, you may supplement and/or enhance your use of Online Services by use of a one-QuickBooks, Quicken, and related products), which allows you to automatically download Online Transactions and match them with existing transactions from your financial management software. Access to Account information through FMS must be done using an active Login ID, password and any other access devices or other secure method as may be required. If you choose to use FMS, you must purchase this software from the software manufacturer, or a retailer of your choice. Your use of the FMS is governed by the software license agreement(s) included with each software application. You must agree to the terms and conditions of the software license agreement(s) during the installation of the FMS on your Computer. You are responsible for the correct set-up and installation of the FMS, as well as maintenance, updates and upgrades to the FMS and/or your Computer. We make no warranties nor accept any liability for such software. We are not responsible for any problems related to the FMS itself, your Computer, tablet, phone or other device or your ability to connect using the FMS as described in this Agreement. You are responsible for all Online Transactions that you authorize using FMS. If you permit others to access Online Services using FMS, you are responsible for all Online Transactions they initiate. You must establish your own internal security procedures for persons that you may authorize to use Online Services via FMS and to prevent unauthorized use by other persons. You should verify all Account data obtained and Online Transactions executed on your Accounts using FMS. Our records of Online Transactions, instructions and communications regarding your Accounts and use of Online Services supersedes any records stored or created on your Computer equipment through the use of FMS. You are responsible for any and all obligations to any software vendor arising from your use of that vendor's FMS.

MOBILE BANKING SERVICE

Enrolling in the Mobile Banking Service

Once you have enrolled in CFSB's Online & Mobile Banking, you may use our Mobile Banking Service to access financial services and products and the functions now, or in the future, made available by us, using a Mobile Device.

To use the Mobile Banking Service, you must: (a) have a Mobile Device, which may be a mobile phone, tablet or other equipment with the mobile carrier, operating system, data plan, software and hardware supported by us now or in the future, and (b) register while logged in to your subscription to Online Banking. Although the Mobile Banking Service is phone device agnostic, the enrollment process may require you to provide information about the Mobile Device that you will generally use for the Mobile Banking Service, as well as the telephone number for your Mobile Device, the telecommunications carrier that provides service to your Mobile Device, and your email address. Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. Once you register your Mobile Device and your enrollment is otherwise complete, you can start using the Mobile Banking Service. If you use a handheld mobile device other than your Mobile Device to access the Mobile Banking Service, all SMS text messages originating from the Mobile Banking Service will be sent to the Mobile Device you entered when registering for the Mobile Banking Service.

It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device (including its telephone number, the telecommunications carrier, and your email address), and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated. We reserve the right to refuse or cancel your registration for the Mobile Banking Service if we cannot verify information about you and/or your Mobile Device.

Mobile Banking Service Formats

As further described below, the Mobile Banking Service permits you to use a Mobile Device to perform certain transactions associated with your eligible Accounts with us (hereinafter, each a "Mobile Banking Account"). The Mobile Banking Service may be provided in one or more formats or mechanisms, including without limitation, as well as via the mobile web or the downloadable application (further described below and hereinafter referred to as "Mobile Banking"). Not all methods will be available on all Mobile Devices. If you use the Mobile Banking Service in the form of SMS messages, you are solely responsible for the content of and the mis-delivery of any SMS text messages. You agree to provide accurate source indication (i.e. the Mobile Device's mobile phone

number for SMS messages) of any SMS messages sent by you. YOU ACKNOWLEDGE THAT THESE MESSAGES MAY INCLUDE INFORMATION THAT IS CONSIDERED CONFIDENTIAL UNDER FEDERAL AND STATE LAW, AND SOMEONE WHO HAS ACCESS TO YOUR SMS HISTORY OR EMAIL ACCOUNT MAY BE ABLE TO VIEW THE CONTENT.

Standard Messaging Service Charges

Any fees and charges that may apply to the Mobile Banking Service will be set forth in our Fee Schedule and are separate and apart from any other charges that may be assessed by the provider of your mobile communication services ("Carrier") for text messages sent to or from us. You understand that the standard data and text messaging rates charged by the Carrier providing service for your Mobile Device apply when you use your Mobile Device to enroll in and use the Mobile Banking Service.

Your Responsibilities. You represent and agree to the following by enrolling in or using the Mobile Banking Service:

- 1. Account Ownership/Accurate Information.** You represent that you are the legal owner of the Accounts and other financial information which may be accessed via the Mobile Banking Service. You represent and agree that all information you provide to us in connection with the Mobile Banking Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Mobile Banking Service. You agree not to misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate.
- 2. User Security.** You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using the Mobile Banking Service. You agree not to leave your Mobile Device unattended while logged into the Mobile Banking Service and to log off immediately at the completion of each access by you. You agree not to provide your Login ID, password or other access information to any unauthorized person. If you permit other persons to use your Mobile Device, login information, or other means to access the Mobile Banking Service, you are responsible for any transactions they authorize. We will not be liable for any damages resulting from your failure to follow the above precautions. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of the Mobile Banking Service is available for use in locations outside of the United States. Accessing the Mobile Banking Service from locations outside of the United States is at your own risk.
- 3. User Conduct.** You agree not to use the Mobile Banking Service or the content or information delivered through the Mobile Banking Service in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in any software associated with the Mobile Banking Service; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Mobile Banking Service to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Mobile Banking Service; (i) interfere with or disrupt the use of the Mobile Banking Service by any other user; or (j) use the Mobile Banking Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

ACCOUNT ALERTS

Online Services provides both mandatory and optional, voluntary Account and Security alerts associated with certain modules of CFSB Online and Mobile Banking Services. We may add new alerts from time to time, or cancel old alerts. Each alert has different options available, and you may select from among these options upon activation of your alerts service. Voluntary alerts are subject to the following:

1. Electronic alerts will be sent to the phone number(s), email address(es) or Mobile Device(s) identified by you via Online Banking or on enrollment and/ or set-up form(s). If your phone number(s), email address(es) or Mobile Device(s) changes, you are responsible for updating that information via Online Banking, and such change(s) will apply to all of your alerts.
2. You understand and agree that your alerts may be delayed or prevented by a variety of factors. We will use commercially reasonable efforts to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert. You agree that we are not responsible for any costs or fees incurred as a result of alerts directed by you.
3. Alerts are not encrypted. We will never include your Login ID or password or full Account number(s). However, alerts may include your name and some information about your Accounts, depending upon your selection of specified alerts.

STOP PAYMENT

You may use Online Banking to initiate an electronic stop payment request for any check written on your Accounts. You agree to provide all required information relating to stop payment requests. If you fail to provide us with complete information or if the information you provide is incorrect, you agree that we shall not be responsible for any failure to stop payment on such item. You understand that if the stop payment request comes too late for us to have a reasonable time to act on it prior to paying, settling for, posting or becoming accountable for the check described in the request, then your stop payment request shall be of no effect. You agree not to make a claim against us if the check is paid through inadvertence, accident, oversight or if we are required to pay such check by a holder in due course or if by reason of such payment, other items drawn on your Account(s) are returned insufficient. You agree to indemnify and hold us harmless from and against any and all losses, damages and expenses, including court costs and attorney's fees, incurred by us due to our refusal of payment of any check or other item in accordance with your instructions.

PROCESSING CUT-OFF TIMES

Except as otherwise provided in this Agreement, any Internal Transfers submitted by you is immediate. External Transfers sent by you after 3:00 p.m. (Central Time) are considered part of the next Business Day. Bill Payment requests submitted after 2:00 p.m.

(Central Time) are considered part of the next Business Day. We reserve the right to change these cut-off times. You will receive notice if they change in accordance with Applicable Law.

YOUR LOGIN ID, PASSWORD AND OTHER SECURITY PROCEDURES

You will be required to use a Login ID assigned to or selected by you, as well as a password selected by you, each time you log-in to use Online Banking. You agree that we may rely on your Login ID, password and other security procedures, as further described below and as we may modify in our sole and exclusive discretion from time to time, to identify and authenticate you when you use the Service (Security Procedures). You agree to protect the Security Procedures to prevent unauthorized use.

The following Security Procedures apply to access by all customers, except as otherwise expressly provided, to CFSB's Online Banking Service, including but not limited to the Mobile Banking Service feature of Online Banking. The Bank may issue new Security Procedures and/or cancel or change any Security Procedures from time to time.

Except as may otherwise be noted, the following Security Procedures are required for all Online & Mobile Banking Service customers:

Login ID: This is the electronic identification (in letters, numerals and special characters) associated with each user of the Online & Mobile Banking Service that will be used for log-in.

Password: Each user of the Online & Mobile Banking Service will also be required to have a unique password known only to the user. Passwords are case-sensitive and must meet certain requirements including but not limited to minimum and maximum length and types of characters, as further described in the Online Banking system. Each user is strongly recommended to change his or her individual password at least every 90 days for security purposes. Login IDs and individual passwords may not be shared with any other person or entity.

Enhanced Log-in Security: In addition to the above individual Login IDs and passwords, access to the Online & Mobile Banking Service includes, as part of the security procedures, a multi-factor authentication security procedure at log-in for each user. Enhanced log-in security incorporates an additional multi-part credential for each user of CFSB Online & Mobile Banking of identity authentication that may include, but is not limited to, additional log-in security features such as security cookies, flash objects, and one-time pass-codes. The enhanced log-in security will require each user of Online Banking to establish and utilize, in addition to individual Login IDs and passwords, his/her own individual authentication by selecting a preferred out-of-band delivery channel for one-time pass-codes that may be required from time to time at log-in. These log-in pass-codes may be delivered to users via phone call, SMS text, or such other method as the Bank may offer from time to time, including but not limited to email.

Minimum System Requirements: Online Banking is designed to operate using the latest operating system and browser combinations. It is important for you to keep your Computer's operating system and browser version current to ensure maximum security and user experience. Those requirements are in addition to the Computer requirements described in this Agreement, including but not limited to the following:

- update the Computer operating system
- keep the browser current
- install anti-virus software and anti-spyware software
- change passwords on a regular basis
- do not click links inside spam email, especially emails claiming to offer anti-spyware software

Additional Strongly Recommended Security Procedures: From time to time and as applicable, the Bank may make available additional Security Procedures for use with Online Banking. The Bank strongly recommends the use of these additional Security Procedures to help deter and protect against unauthorized transactions associated with the Services, including the following:

- **Alerts:** As further described in this Agreement, the Bank provides optional Account and Security alerts associated with certain modules of Online Banking and the Mobile Banking Service that you may elect to use. Alerts may be set up to notify you of key Online Banking transactions or when other important activity has occurred.
- **Security Best Practices:** The Bank provides important information, recommendations and best practices for Internet banking security on its website – located at <https://www.cfsbky.com/services-tools/tools-resources/fraud-security-tips> As an important additional security procedure, it is recommended that all customers regularly review and implement the various actions described to help protect their financial and other sensitive information and mitigate fraud.

We will execute authenticated transfers or transactions that are in conformity with all Security Procedures and other requirements set forth in this Agreement. We may require additional authentication of any transfer or transaction request. We reserve the right to reject a transfer or transaction request that cannot be properly authenticated.

Except as is more fully discussed in this Agreement, you understand and agree that you are responsible for all transfers and payments made through the Service using the Security Procedures. You also acknowledge and agree that if you permit another party(ies) to use the Security Procedures to access the Service, or otherwise authorize them to use the Service, you are responsible for any and all Online Transactions that party(ies) makes from your Account, even if it exceeds your authorization. Subject to the terms of this Agreement, we may follow and comply with any transfer instructions entered into the Service using the Security Procedures.

You acknowledge and understand the importance of your role in preventing misuse of your Accounts through Online Banking. You agree that it is your sole responsibility to protect the confidentiality of your Account and Account number, the Security Procedures, and your personal identification information, such as your driver's license number and social security or tax identification number. You should not use a public computer to access Online Banking. You agree that if you access the Service from a computer other than your own (such as a public computer terminal at a library or Internet café), you will not leave the computer unattended while using the Service. You also agree that, in such situations, you will always end your session using the Service by clicking on the LOG OFF button

located at the bottom of the left-hand side menu. We will not be liable to you for any losses that may result from your failure to follow these security provisions.

You understand that personal identification information, by itself or together with information related to your Account, may allow unauthorized entry and access to your Account. Data transferred via Online Banking is encrypted in an effort to provide transmission security, and Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other.

We will never email you to request your Login ID and password or your personal Account information over the Internet. If you suspect that an unsolicited email of this nature is fraudulent, please contact us.

You may call our Client Service Center at 270-527-4600 or 888-226-5669. Or, you may write to us at Mailing Address:

CFSB
PO Box 467
Benton, KY 42025

FEES AND CHARGES

While CFSB Online & Mobile Banking is a free service, you agree to pay the fees and charges for your use of the Service as set forth in the Fee Schedule as it may be amended from time to time with notice to you as required by Applicable Law.

You agree to pay any and all additional charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Online Banking.

YOUR COMMUNICATIONS WITH CFSB

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- **Email:** You can contact us by email at contactus@cfsvcs.com*. (Please note that banking transactions through Online Banking are not made via email.)
- **Telephone:** You may contact us by telephone at our toll-free number 888-226-5669
- **Text:** You can text us at 888-226-5669
- **Chat:** You can web chat with us from our website at <https://www.cfsbky.com/>
- **Mail:** You can write us at: PO Box 467, Benton, KY 42025
- **In Person:** You may visit us in person at any one of our Banking Centers

Additional Disclosures Regarding Electronic Funds Transfers ACCOUNT STATEMENTS

We report your Online Transactions on the periodic statements for your Ac-count(s). You agree to review your periodic statement promptly after you receive it or it is made available to you through Online Banking in accordance with this Agreement and the terms of your Account Terms and Conditions. You also agree to tell us promptly about any change in your address, so that we may send your periodic statement(s) to your correct address. Certain Deposit Accounts, including but not limited to savings Accounts, money market deposit Accounts, CDs and IRAs, will receive a quarterly statement if there is no EFT activity.

A copy of any documentation provided to you that indicates that an EFT was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

UNAUTHORIZED ONLINE TRANSACTIONS FROM YOUR DEPOSIT ACCOUNT(S)

Tell us AT ONCE if you believe your Login ID or password has been stolen or compromised or if someone has transferred or may transfer money from your Account without your permission. The best way to minimize your loss is to call us IMMEDIATELY.

If you tell us within 2 business days after you learn of the loss or theft of your access codes involving a consumer account, you can lose no more than \$50.00 if someone used them without your authority.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your access codes, and we can prove that we could have stopped someone from using them without your authority if you had told us, you could lose as much as \$500.00.

Also, if your statement for a consumer account shows transfers covered by this agreement that you did not make or authorize, 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 hospital stay) kept you from telling us, we will extend the time periods.

To notify us, you may also call our Client Service Center at 270-527-4600 or 888-226-5669. Or, you may write to us at Mailing Address:

CFSB
PO Box 467
Benton, KY 42025

When you give someone your Login ID or password, you are authorizing that person to use your Service, and you are responsible for all Online Transactions the person performs using your Service. All transactions that person performs, even transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized, so long as we have had a reasonable opportunity to

act on your notice. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, you should Log Off after every Online Banking session and close your browser to ensure confidentiality.

DISCLOSURE OF DEPOSIT ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your Deposit Account and/or the Online Transactions you make:

1. Where it is necessary for the completion of an Online Transaction or to resolve errors;
2. For verification of the existence and condition of your Deposit Account for a third party, such as a credit bureau or merchant;
3. In order to comply with a government agency or court order or lawful subpoena;
4. If you give us your written permission, which will expire after forty-five (45) days;
5. To our employees, auditors, attorneys and collection agencies in the course of their regular duties; or
6. In accordance with our privacy policy (<https://www.cfsbky.com/privacy-policy>).

ELECTRONIC FUND TRANSFERS (EFTS) GENERALLY

Your use of Online Banking, including the Mobile Banking Service, are subject to the Electronic Fund Transfer Act. In addition to the foregoing, please see the Electronic Fund Transfers Disclosure section of your Account Terms and Conditions or otherwise received when you opened your Deposit Account(s), which also discloses important information concerning your rights and obligations for EFTs.

LIMITED LIABILITY

Except as otherwise expressly provided in this Agreement or required under Applicable Law, unless we acted in bad faith, we are not liable to you for delays, errors, or Losses that occur with respect to your use of the Service because of our performance (or failure to perform) under this Agreement. In addition to that limitation, we are also not liable to you for mistakes or delays with respect to your use of the Service that are caused by circumstances beyond our control, such as acts of civil, military or banking authorities, national emergencies, insurrection, war, riots, acts of terrorism, failure of transportation, communication or power supply, or malfunction of or unavoidable difficulties with our equipment. IN NO EVENT WILL YOU OR ANY PERSON ACTING ON YOUR BEHALF BE ABLE TO RECOVER FROM US ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

INDEMNITY

You agree to indemnify and hold us, our shareholders, directors, officers, employees, and agents (and our affiliates and subsidiaries and the shareholders, directors, officers, employees and agents of our affiliates and subsidiaries) harmless from and against any and all Losses claimed by or otherwise involving third parties and arising from or in connection with the Service provided under this Agreement, except for Losses due to our own gross negligence or willful misconduct. Additionally, you further agree to hold us, and our shareholders, directors, officers, employees, and agents (and our affiliates and subsidiaries and the shareholders, directors, officers, employees and agents of our affiliates and subsidiaries) harmless from Losses claimed by or otherwise involving third parties arising out of actions taken or omitted in good faith by us in reliance upon instructions from you, an authorized signer/convenience signer or fiduciary, or any person acting on your behalf. We are not responsible for any actions or omissions by any third party that is not a Third Party as described below in General Provisions for Consumers of this Agreement or is not otherwise under our direct control.

General Provisions for Consumers

This portion of the Agreement applies to Consumers and describes the general terms and conditions applicable to all use of Online Banking.

COMPLIANCE

You and we agree to comply with (i) the Account Terms and Conditions, and (ii) all Applicable Laws, regulations, rules and orders, including without limitation all applicable National Automated Clearing House Association ("NACHA") rules, regulations, and policies, the Uniform Commercial Code ("UCC"), the U.S. Department of the Treasury's Office of Foreign Asset Control ("OFAC") requirements, and all applicable laws, regulations and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN").

CUSTOMER IDENTIFICATION PROGRAM

You agree to provide to us, before we begin providing any part of Online Services to you, any and all information required to comply with Applicable Law and our policies and procedures relating to customer identification.

TRANSACTION LIMITS

You will, upon request by us from time to time, provide us with such financial information and statements and such other documentation as we reasonably determine to be necessary or appropriate showing your financial condition, as applicable, to enable us to evaluate our exposure or risk and establish any transaction limits that may apply for your use of Online Services. Any limits established by us hereunder shall be made in our sole discretion and shall be communicated promptly to you.

In the event that providing Online Services to you results in unacceptable credit exposure or other risk to us or will cause us to violate any law, regulation, rule or order to which we are subject, we may, in our sole and exclusive discretion, without prior notice or as otherwise required by Applicable Law, further limit your transaction volume or dollar amount and refuse to execute transactions that exceed any such limit, or we may terminate any or all of Online Services then being provided to you.

COMPUTER REQUIREMENTS

To use Online Services, you will need to provide, at your own expense, a computer or other Internet access device, software and necessary telephone lines, Internet or other connections and equipment as needed to access the Service (collectively referred to here as the "Computer"). You are responsible for the installation, maintenance and operation of the Computer. Your Internet or other web browser software must support a minimum 128-bit SSL encryption or other security measures as we may specify from time to time. We are not responsible for any errors or failures caused by any malfunction of the Computer, and we are not responsible for any virus or related problems that may be associated with the use of the Service, the Computer or other Internet access, including but not limited to any virus, trojan horse, worm, keystroke logger, rootkit, spyware, dishonest adware, crimeware and other malicious and unwanted software or related problems that may be associated with access to or use of the Service or the Computer. We recommend that you routinely scan the Computer using reliable virus protection products, and to remove any viruses found using such products. You are responsible for all Internet service provider, telephone and other similar charges incurred in connecting to the Service. From time to time, we may require that you upgrade or install software to the Computer to ensure the proper operation of the Service. You agree to promptly load any such upgrades or additional installations upon our notice to you.

OUR THIRD PARTIES

You acknowledge that certain third parties, agents or independent service providers (hereinafter "Third Parties") may, from time to time, provide services ("Third Party Services") to us in connection with our provision of the Service to you and that, accordingly, our ability to provide the Service hereunder may be contingent upon the continuing availability of certain services from such Third Parties. Third Party Services may involve the processing and/or transmission of your data, instructions (oral or written) and funds. You agree that we may disclose your financial information to such Third Parties (i) where it is necessary to provide the Service requested; (ii) in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information; (iii) when you give your written permission; or (iv) where otherwise required or permitted by Applicable Law.

We will be responsible for the acts and omissions of our Third Parties in the same manner as if we had performed that portion of the Service ourselves, and no claim may be brought by you against such Third Parties. Notwithstanding the foregoing, any claims against us (with respect to the acts or omissions of our Third Parties) or our Third Parties shall be subject to the limitations of liability set forth in this Agreement to the same extent as if we had performed that portion of the Service ourselves. We will not be deemed to be the agent of or responsible for the acts or omissions of any person (other than our Third Parties), however, and no such person shall be deemed our agent.

YOUR RIGHT TO TERMINATE

You may cancel or terminate your use of Online Banking at any time by providing us with written notice by email, postal mail or fax. Your access to Online Banking will be suspended within three (3) Business Days of our receipt of your instructions to cancel Online Services. You will remain responsible for all outstanding fees and charges incurred through the date of cancellation. This cancellation applies only to your access to Online Services and does not terminate your Account(s).

If you choose to cancel your access to Online Services, any unprocessed transfers will be cancelled. We recommend that you cancel any scheduled transfers prior to notifying us that you are discontinuing Online Services. We normally will cancel any scheduled transfers within two (2) Business Days from the date we receive your request to cancel your access to Online Services. However, we are not responsible for transfers made pursuant to instructions received from you before your cancellation request was received.

If you close your Account(s), or if you no longer have any Account(s) linked to Online Services, your access to Online Services will automatically be discontinued, and we reserve the right to cancel any unprocessed transfers at the time of such discontinuation of Online Services.

OUR RIGHT TO TERMINATE

We reserve the right to terminate or suspend your use of Online Banking or any feature of Online Services for any reason, at any time. We will provide you with notice of such termination to the extent required by Applicable Law.

CHANGE IN TERMS

We may change the terms governing your use of Online Banking, including the terms of this Agreement or the fees and charges associated with Online Services and/or any policy or procedure affecting your use of Online Services, at any time. We will provide you with notice of such changes when and as required by Applicable Law. All changes will be effective upon the date provided in the notice. However, if the change is in your favor (such as the termination or reduction of a fee), we may provide you notice of the change after it is effective. We will post any required notice of the change in terms on the Online Banking website or forward it to you by email or by postal mail, or as otherwise required by Applicable Law. Your continued use of any or all of the subject Online Banking service(s) indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reserve charges or fees in individual situations. You acknowledge and agree that the applicable Account Terms and Conditions and any associated disclosures govern changes to fees applicable to specific Accounts, including changes to those fees set forth in the Fee Schedule.

ELECTRONIC MAIL

Because normal Internet email transmissions may not be secure, you agree to log into Online Services and contact us electronically only through any secure messaging service that we may make available to you for any inquiries or requests that you may have regarding your Accounts. We cannot otherwise act on instructions sent by you from an external email address except through the secure messaging service that we make available to you through Online Services. We will not immediately receive email that you send. Therefore, you should not rely on email if you need to communicate with us immediately (for example, to report a lost or stolen ATM or debit card and/or password, to report an unauthorized transaction from one of your Deposit Accounts, or to report an error on your

statement). We will not take actions based on your email requests until we actually receive your message and have a reasonable opportunity to act.

HYPERLINKS TO OTHER SITES

We or our Third Parties may elect to display one or more hyperlinks on Online Service's website from time to time. A hyperlink is any highlighted words or phrases in a document that allow you to click through to another section of the same document or to another document on the Internet. A hyperlink may allow you to click through to a third party website over which we have no control. We specifically disclaim any responsibility for the content, products and services provided at linked third party websites. We are not liable for any failure of the products or services advertised on third party websites. You should be aware that third party websites may have privacy policies that differ from our privacy policy; it is your responsibility to review privacy policies at the linked third party websites to determine whether those policies are acceptable to you. The linked third party websites may provide less security than our website.

NO WARRANTIES

EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THE SERVICE IS PROVIDED "AS IS." WE AND OUR SERVICE PROVIDERS AND AGENTS DO NOT MAKE AND EXPRESSLY DISCLAIM ANY WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF US AND OUR SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

ADDITIONAL LIMITS ON LIABILITY

Except to the extent required or provided in this Agreement or by Applicable Law, or as otherwise expressly provided in this Agreement, we shall not be liable for any Losses caused by any act or omission of any third party; for any charges imposed by any third party; or for any Losses caused by any failure of the hardware or software utilized by a third party to provide Online Services to you.

We shall not be liable or responsible for damages incurred as a result of data supplied by you that is inaccurate, incomplete, not current or lost in transmission. It is understood that we assume no liability or responsibility for the inaccuracy, incompleteness or incorrectness of data as a result of such data having been supplied by you through data transmission.

We are not liable for failing to act sooner than required by this Agreement or Applicable Law. We also have no liability for failing to take action if we had discretion not to act.

We shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any entry, funds transfer order or other instruction received from you) or the acts or omissions of any other person, including, without limitation, any Automated Clearing House processor, any Federal Reserve Bank, any financial institution or bank, any transmission or communication facility, any receiver or receiving depository financial institution, including, without limitation, the return of an entry or rejection of a funds transfer order by such receiver or receiving depository financial institutions, and no such person shall be deemed our agent. We shall be excused from failing to transmit or delay in transmitting an entry or funds transfer order if such transmittal would result in our having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In no event shall we be liable for any damages resulting from our action or inaction which is consistent with regulations issued by the Board of Governors of the Federal Reserve System, operating circulars issued by a Federal Reserve Bank or general banking customs and usage. To the extent required by applicable laws, we will compensate you for loss of interest on funds as a direct result of our failure to comply with such laws in executing electronic transfers of funds, if such failure was within our control.

VIRUS PROTECTION

Neither we nor our Third Parties are responsible for any electronic virus that you may encounter using Online Banking, including but not limited to the Bill Payment Service and eStatements. You are encouraged to routinely scan your Computer and files using reliable virus protection products to detect and remove viruses. If undetected and un-repaired, a virus can corrupt and destroy your programs, files and hardware.

YOUR INSTRUCTIONS

In our sole discretion, we may follow your instructions concerning your use of the Online Services, whether such instructions are provided by you in writing, electronically, orally (including our recording of your oral instructions) or by other means, and we may do so without any liability to you. We reserve the right to refuse to follow any instructions that you give us that we believe may expose us to potential liability. We will not have any liability to you if we do not follow your instructions in these situations. If, however, we decide to follow your instructions in these situations, we reserve the right to ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us.

DISCLOSURE OF INFORMATION

We respect your right of privacy. Information about your Account or any transactions between you and us will not be disclosed to third parties except in accordance with this Agreement, Applicable Law and our Privacy Policy.

NOTICES

Any notice that you give to us is effective only once it is actually received. You authorize us to, and you agree that we may, except to the extent prohibited or limited by Applicable Law, send any notice or communication that we are required or permitted to give to you under this Agreement, including but not limited to notice of any change to Online Services or this Agreement, to your mailing address or your email address as it appears on our records or electronically by posting the notice on Online Services website, on an Account statement or via facsimile and that any such notice or communication will be effective and deemed delivered when provided to you in such a manner. You agree to notify us promptly about any change in your mailing or email address and acknowledge and agree that no such change will be effective until we have had any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner.

FORCE MAJEURE

Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but not necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order, decree or an emergency that prevents us or you from operating normally.

ENTIRE AGREEMENT; INTEGRATION

We and you acknowledge and agree that this Agreement and any amendments hereto, and all other documents incorporated by reference therein, constitute the complete and exclusive statement of the agreement between you and us with respect to Online Services and supersede any prior oral or written understandings, representations and agreements between the parties relating to Online Services.

Notwithstanding the foregoing, this Agreement is in addition to any other agreements and disclosures between you and us. Provisions in our other agreements and disclosures, including the Account Terms and Conditions applicable to your Account(s), may be revised from time to time and remain effective for all other aspects of the Accounts involved. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and us, this Agreement will control on issues related to Online Banking and related services, including but not limited to the Bill Payment Service and eStatements. However, as a Consumer, the Electronic Fund Transfers Disclosure Statement included in your Account Terms and Conditions or otherwise received when you opened your Account (as the same may be amended from time to time) will control.

SEVERABILITY

If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation or government policy to which we are subject and that governs or affects the transactions contemplated by this Agreement would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of our compliance with such statute, regulation or policy.

ASSIGNMENT AND DELEGATION

We may assign any of our rights or delegate any of our responsibilities in whole or in part without notice to or consent from you. You may not assign, delegate or otherwise transfer your rights or responsibilities under this Agreement without our prior written consent, which consent we may grant or withhold in our sole discretion.

SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns.

NON-WAIVER

No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

GOVERNING LAW

Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law to the extent not preempted or inconsistent therewith, by the laws of the State of Kentucky.

ATTORNEYS' FEES

If any action is brought by either party against the other regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any relief granted, reasonable attorneys' fees, costs of court, expert witness fees and other expenses of action.

BENEFICIARIES

This Agreement is for the benefit only of the undersigned or otherwise designated parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

RECORDING OF COMMUNICATION

Except as otherwise required by Applicable Law, you and we agree that all telephone conversations or data transmissions between us or our respective agents made in connection with this Agreement may be recorded and retained by either party by use of any reasonable means.

RELATIONSHIP

You and we are not, and your and our licensors are not, partners, joint ventures or agents of each other as a result of this Agreement.

HEADINGS AND CAPTIONS; INTERPRETATION

The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof. The words "include" and "including" shall be interpreted as meaning "include without limitation" or "including without limitation."

Special Provisions for Businesses

This portion of the Agreement applies to Business Entities or Individuals Performing Transactions from Business Accounts.

COMPANY REPRESENTATIVE IF YOU ARE A BUSINESS ENTITY

If you are a corporation, partnership, limited liability company, association or some other form of business entity, each Authorized User will need to use a unique email and phone number to which they can receive Secure Access Codes. You represent to us that each Authorized User has general authority from your company to give us instructions to perform transactions using our Online and Mobile Banking based on account access rights described in the Account Resolution.

Each Authorized User, unless specifically designated as having View Only access, will have the ability to:

1. Make transfers from qualifying accounts, regardless of the dollar amount of the transaction.
2. Obtain information that we make available about qualifying accounts.
3. Obtain other services or perform other transactions that we authorize or allow.

YOUR LIABILITY FOR TRANSACTIONS FROM BUSINESS ACCOUNTS

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you want to terminate an Authorized User's authority, you must notify us that transactions by such a person are no longer authorized. You may call a Bank representative for assistance with terminating an authorized user. We may take additional steps to prevent further access by such person.

Our system supporting our Online and Mobile Banking service is designed so that it may be operated only upon entry of valid access codes. Since we condition access upon entry of valid access codes, we will accept instructions for transfers or other transactions from any person using valid access codes.

This is so even if the person obtaining access:

1. Is not a company representative.
2. Exceeds your authority or that granted by any company representative.
3. Does not have your authority.
4. Has had his/her authority changed or revoked.
5. Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid access codes were used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Online and Mobile Banking service.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to terminate an Authorized User's access, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down.

You agree to promptly examine all account statements and any confirmations of transfers which we or other financial institutions may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation.

To notify us, you may also call our Client Service Center at 270-527-4600 or 888-226-5669. Or, you may write to us at Mailing Address:

CFSB
PO Box 467
Benton, KY 42025

as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

LIMITATIONS ON OUR LIABILITY IN CONNECTION WITH BUSINESS ACCOUNTS

We will make every reasonable effort to provide full performance of our Online Banking system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually receive. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable to you for any loss, damage or injury caused by our Online Banking system. Neither will we be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

OTHER SERVICES

We may provide you other services through our Online and Mobile Banking platform which are not covered under this agreement. These services will have a separate agreement with specific terms and conditions.

SECURITY PROCEDURES

By entering into this agreement and using our Online and Mobile Banking service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of access codes and other personal and business information. Our security procedures are contained in this agreement and in other written procedures we may provide to you.

You acknowledge receiving a copy in writing of our current security procedures in this agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

INDEMNIFICATION

If you are a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to any company representatives or other persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement from a business account or (ii) your breach of this agreement.

END OF SPECIAL PROVISIONS THAT APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS

DEFINITIONS

Certain terms used in this Agreement are defined in the portion of this Agreement where they are used. The following terms are also used throughout this Agreement and have the meanings indicated below, unless otherwise specified in a particular section of this Agreement:

“Account(s)” means any Deposit Account(s) and/or Credit Account(s) that you may have with us.

“Account Agreement(s)” means the terms and conditions of any Credit Account Agreements, Account Terms and Conditions, Fee Schedule and any other agreements, security instruments, disclosures, or other documents regarding your Credit Accounts and/or Deposit Accounts that you may have with us, each as may be amended from time to time.

“Agreement” means all terms and conditions defined in this CFSB Online Banking Services Agreement.

“Applicable Law” means federal laws and regulations and, to the extent not preempted by federal law, the laws of the State of Kentucky.

“Available Funds” means the balance in a Deposit Account, which includes collected funds on deposit plus any overdraft credit line balance associated with the Deposit Account.

“Business Day” means every Monday through Friday, excluding Bank holidays. Saturday and Sunday are not Business Days for purposes of this Agreement, even if CFSB is open for any business on such days.

“Computer” means your computer or other Internet access device, any software, and the related equipment.

“Consumer” means a natural person that uses Online Services for personal, family or household purposes.

“Credit Account(s)” means any line of credit, loan, mortgage, or other applicable open-end or closed-end credit that you maintain with us.

“Credit Account Agreement(s)” means collectively and as applicable, except as otherwise indicated in this Agreement, the promissory notes, credit agreements, mortgages, and any other documents, disclosures, or agreements that you execute or otherwise agree to that establish your rights and responsibilities under, and otherwise provide the terms and conditions of, your Credit Accounts with us.

“Deposit Account(s)” means any checking account, money market deposit account, savings account, certificate of deposit, or other eligible deposit account you may have with us.

“Account Terms and Conditions” means collectively and as applicable, except where otherwise indicated in this Agreement, the Bank’s Personal Deposit Account Agreement and its Business Deposit Account Agreement and associated Fee Schedule and agreements governing certificates of deposit, each as amended from time to time. Information regarding the balance requirements and interest that may be earned on interest-bearing deposit account(s) may be found in your Account Terms and Conditions and related disclosures.

“Electronic Funds Transfer” (or “EFT”) are used as defined in the Electronic Funds Transfer Act and Bureau of Consumer Financial Protection Regulation E to mean an electronic transfer of funds initiated by a computer or similar device to or from a consumer’s Deposit Account, such as transfers through Online Banking, including the Mobile Banking Service.

“Enrollment Form” means your electronic “Auto Enroll” acceptance or paper enrollment form accepted by us that designates those of your Accounts that you wish to access using Online Banking and such additional services, including the Bill Payment Service or eStatements Service that you request to use and we may approve from time to time.

“eStatements” means the online service offered by CFSB permitting you to view your current Account statements for your CFSB Accounts on a secure website.

“Fee Schedule” means, at any given time, our then current Rate and Fee Schedule applicable to the Deposit Account(s) opened by you and maintained with us, as well as those applicable to Online Services. “CFSB”, “we”, “our”, “us” or “Bank” refers to CFSB.

“Internal Transfers” means electronic transfers of funds between your eligible Accounts at CFSB.

“Losses” means any and all kinds of claims, fines, penalties, fees, costs, expenses, damages and liabilities including (without limitation) attorneys’ fees and litigation costs.

“Online Banking” or “Online Service” means the online banking service available from CFSB as described in this Agreement.

“Privacy Policy” means our policy and disclosure regarding the personally identifiable information that we collect about you, and who we may share it with.

“Process Date” means, for the purposes of external transfers, the date that we originate transfer payments on your account. This is typically 1-2 business days prior to you receiving a credit or debit on your account at another financial institution.

“You” or “Your” means each Consumer that has enrolled in the Service. In addition, if you elect to receive Bill Payment Services or eStatements, “you” and “your” refer to each person who accepts the Enrollment Form for those services or is otherwise authorized to use those services.