

## **CROSSROADS BANK ONLINE BANKING AGREEMENT AND DISCLOSURE**

This Online Banking Agreement and Disclosure describes your rights and obligations as a user of the Online Banking service or the Bill Payment Service. It also describes the rights and obligations of Crossroads Bank. Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

### **Access to Services**

The bank will provide instructions on how to use the Online Banking Services. You will gain access to your Online Accounts through the use of your Internet-enabled device, your Internet Service Provider, your Password and your User Name. You may access your Online Accounts 24 hours a day, seven (7) days a week.

For purposes of transactions, the Bank's business days are Monday through Friday, excluding holidays and weekends.

### **Banking Transactions with Online Banking**

- A. Account Access . Online banking participants must have at least one open Crossroads Bank account.
- B. Transfer of Funds - In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, saving accounts and money market accounts.
- C. Transaction Limitations - Because regulations require the Bank to limit preauthorized transfers

(including Online Banking transfers), the following limitations apply:

- Transfers from a savings account to another account or to third parties by preauthorized, automatic, telephone or computer transfer are limited to six per month with no more than three by check, debit card or similar order to third parties.
  - Transfers from a money market account to another account or to third parties by preauthorized, automatic, telephone or computer transfer are limited to six per month. Please note: If there are not sufficient funds in the account, we cannot complete this transfer. However, future recurring transfers will not be impacted.
- D. Account Alerts . You may receive notifications by secure message, email, mobile text for bill pay and account notifications. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the service and check your account information.

### **Schedule of Fees**

The Bank offers the benefits and convenience of the Online Banking Service to you free. Bill Payment Fees are listed under .Bill Payment Services..

### **Statements**

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

### **Use of Your Security Password**

You are responsible for keeping your password and online account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, password, or user name.
- Do not leave account information within range of others.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at 260-563-3185 between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. In addition to notifying the Bank you should also use the password change feature within the Online Banking section of the Web site to change your password.

### **Electronic Mail (E-mail)**

If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop payment that is scheduled to occur.

**NOTE:** E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, passwords, account information, etc. via any general or public e-mail system.

### **Bill Payment Services**

For those who utilize Bill Pay, you are required to agree to the Bill Payment Authorization. For additional assistance and information you may use the .Help. icon or "Frequently Asked Questions" icon on the Bill Pay screen.

### **Term and Termination**

- A. Term - This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.
- B. Termination for Cause - We may immediately terminate your electronic banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:
  1. You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.
- C. Termination for Convenience - To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. You may notify the Bank by one of the following methods:
  1. By sending an e-mail to [internetbanking@crossroadsbanking.com](mailto:internetbanking@crossroadsbanking.com)
  2. By calling 1-260-563-3185
  3. By writing a letter and either sending it to the following address: Attention Internet Banking Administrator, Crossroads Bank, P.O. Box 259, Wabash, IN 46992 or giving it to a customer Service Representative at any of the Bank's locations.
  4. Termination for Non-Use - We will terminate access to your Bill Pay Services if you do not schedule a bill payment within any three (3) month period (i.e. 3 months of inactivity will result in your Bill Pay Service being terminated).

### **Liability**

A. Liability for failure to make transfers - If we do not complete a transfer to or from your 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 some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If there is a hold on your account, or if access to your account is blocked, in accordance with the banking policy.
3. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
4. If you have not properly followed the instructions on how to make a transfer.
5. There may be other exceptions stated in our agreement with you.

## Electronic Fund Transfer Provisions for Consumers

- A. Applicability. These provisions are only applicable to online electronic fund transfers which credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions which are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.
- B. Your Liability. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:
1. If you notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less
  2. If you fail to notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:
    - \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
    - The total of authorized EFTs which occur during the two (2) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that two-day period.
  3. You must report an unauthorized EFT which appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred with the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.
  4. If the report is made orally, we will require that you send the complaint or question in writing within 20 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we would send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.
  5. You may notify the Bank by telephone, writing, or by e-mail using the link provided in our Online Banking site. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.
- C. Telephone Numbers and Addresses. In case of errors or questions regarding an Online Banking or Bill

Payment transaction, call (260)563-3185 or write us at: Attn: Internet Banking Administrator, Crossroads Bank, P.O. Box 259, Wabash, IN 46992. You may also use the message option within Internet Banking. We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and account number
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information.
3. The dollar amount of the suspected error and date on which it occurred.

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