



# LOGAN COUNTY BANK

## Online Banking Agreement and Disclosure

**NOTICE TO OUR PERSONAL BANKING CUSTOMERS:** You must accept this agreement before logging in to the First Time User Access screen. If you have not already obtained your initial User Name and Password please visit a Customer Service Representative at any one of our offices.

**NOTICE TO OUR BUSINESS BANKING CUSTOMERS:** If you have obtained your User Name and initial Password and are logging in for the first time, please go directly to the Online Banking Login Screen, select Business from the drop down menu and enter your User Name. The "First Time User" link is for Personal Online Banking only.

### What this Agreement Covers

This Online Access Agreement and Disclosure for Logan County Bank's Online Banking governs the online banking service described herein. The Service permits Logan County Bank customers to perform a number of banking functions on accounts linked to the Service through the use of a personal computer. For the purpose of this document "LCB", "us," "we," "our" or "the Bank" shall refer to Logan County Bank. "You," "your" or "Customer" shall refer to each person signed up for electronic funds transfer services provided herein.

### Accepting the Agreement

The first time you access any of your accounts through LCB Online Banking confirms your agreement to be bound by all the terms and conditions of this Agreement and acknowledges your receipt and understanding of this Agreement. When you use LCB Online Banking, or authorize others to use it, you agree to the terms and conditions of this Agreement.

### Relation to Other Agreements

Your use of LCB Online Banking may also be affected by your agreements with us for your deposit and loan accounts. In addition, when you link accounts to LCB Online Banking, this does not change the agreement you already have with us on those accounts. For example, when you use LCB Online Banking to access a deposit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the deposit account. You should review those agreements for any limitations on the number of transfers you can make, and for other restrictions which might impact your use of an account with the LCB Online Banking services.

### Requests through ACH (Automated Clearing House)

Customer agrees to comply with any applicable state or federal law in connection with its use of the Services and the fulfillment of its obligations under this Agreement. Customer acknowledges that the Automated Clearing House (ACH) system may not be used in violation of, and that entries originated by Customer must comply with, the laws of the United States, including sanctions administered by the Office of Foreign Asset Controls. Where a preauthorized debit entry from a consumer's account varies in amount from the previous debit entry, Customer agrees to comply with the notice requirements set forth in the National Automated Clearing House Association Rules, the Electronic Fund Transfer Act, and Regulation E of the Board of Governors of the Federal Reserve System, as applicable. For more information see our Regulation E Disclosure.

### LCB Online Banking Service

To Use Online Banking you need:

- A Logan County Bank deposit or loan account;
- An Internet Service Provider (ISP) and Internet browsing software;
- An Online Banking User ID and password; and
- A computer equipped with a modem.

Customer will be responsible for acquiring, maintaining and operating the computer equipment located at the Customer's premises.

The hardware must include a modem and related software necessary to communicate with LCB Online Banking. Customer will arrange and be responsible for internet service necessary to utilize the Service. Customer will be responsible for all computer hardware, software and communication at its premises.

You may use LCB Online Banking to:

- View current balance information for your linked Logan County Bank checking, savings, Certificates of deposit, IRAs, and loans.
- Transfer funds between your linked Logan County Bank deposit accounts,
- View and print check images and statements,
- Export your account information to Quicken, and other popular personal financial management software.
- Order personalized checks,
- Enroll in and use Online Bill Pay

## Limitations on Services

**Transfer limitations:** With respect to interest bearing accounts, Customers may not make more than six transfers or withdrawals per month to another account of Customer or third parties, when these transfers are made by means of a preauthorized or automatic transfer, or telephonic agreement, order or instruction. These transfer/withdrawal limitations do not apply to NOW accounts. Should Customer exceed the permitted number of transfers on an account, Bank may change the account to a demand deposit account.

**Daily limits:** Most debit card and ATM transactions are authorized based on current account balance. However we do have daily limits on various transactions. For more information about daily transaction limits call or visit one of our branches to discuss with one of our customer service representatives.

Please refer to your ACH agreement for ACH file origination timing.

**Balance information.** - We update account information multiple times during the day. The account balance for deposit and loan accounts will reflect all credit and debit information as updated periodically during the banking day. The balance figure includes funds that are subject to the Bank's funds availability policy and may include funds that are not available for immediate withdrawal or transfer. The Bank is not obligated to honor transfer requests. The Bank may in its sole discretion refuse to accept or otherwise execute any request for Services, whether for cause or without cause, and shall have no liability for such refusal.

## E-Mail Messages

While access to Bank through the e-mail function of the Services is "online," messages sent to Bank through e-mail may not be reviewed by Bank personnel immediately after they are sent. If immediate attention is required, Customer must contact Bank by telephone or in person or through some other procedure not using the Services. Customer's e-mail messages may be acted upon by Bank if received in a manner and in a time providing Bank a reasonable opportunity to act. Nevertheless, unless otherwise provided herein, e-mail messages will not serve as a substitute for any requirement imposed on Customer to provide Bank with "written" notice. Furthermore, the Service may not be used to place a stop payment on a check.

## Provisionality of ACH Payments

A Receiving Depository Financial Institution ("RDFI") is the institution that receives ACH entries from the ACH Operator and posts them to the accounts of its depositors ("Receivers"). Customer agrees to be bound by the provision of the National Automated Clearing House Rules making payment of a credit Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such credit Entry. Customer understands that if final settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and Customer will not be deemed to have paid the Receiver the amount of the credit Entry. Customer agrees that any payment by Bank to Customer for any returned credit Entry or credit Reversal is provisional until receipt by Bank of final settlement for such Entry. If final settlement is not received, Bank is entitled to a refund from Customer of the amount credited and Bank may charge Customer's account for the amount credited. Bank may refuse to permit the use of any amount credited for a credit Reversal if it believes that there may not be sufficient funds in Customer's account to cover chargeback or return of such Reversal.

## Charges

There is no monthly service charge for LCB Personal Online Banking services. Corporate Customers: LCB Business Online Banking is fee based. You should note that depending on how you access LCB Business Online Banking you may incur charges for normal checking account fees, processing and service charges, and any Internet service provider fees. All charges are subject to change. We will provide notice of a change to a charge as required by law.

## Business Days

For purposes of the Services, our business days are Monday through Friday, excluding New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

## Service Hours

LCB Online Banking services are available 24 hours a day, 365 days a year. There may be occasional periods when the system is shutdown for routine maintenance, upgrades, or other events beyond our control.

## Joint Accounts

When your LCB Online Banking service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer regarding your service. Accounts that require two or more signatures are not eligible to be linked to the Personal Online Banking.

## Changes to Agreement

We may change this agreement at any time. For example, we may add, delete, or amend terms or services. We will notify you of such changes by mail or electronic message. If you maintain your LCB Online Banking service after the effective date of a change, you indicate your agreement with the change.

## Cancellation

The Service remains in effect until it is terminated by you or Logan County Bank. If you do not log in to your LCB Online Banking for a period of 90 consecutive days, your password will expire. To reset your password you will need to call or visit one of our branches and have a customer service representative assign a new password. You may cancel the Service at any time by notifying us of your intent to cancel in writing or calling Customer Service. Any account owner may terminate the Service. This cancellation applies only to the Service and does not terminate your Logan County Bank accounts. We may terminate your participation in the Service, at any time. We will try to notify you in advance, but we are not obligated to do so.

## Contact by Logan County Bank or Affiliated Parties

No Logan County Bank employee, or company affiliated with Logan County Bank's Online Banking Service will contact you via E-mail or phone requesting your Online User Name and password. If you are contacted by anyone requesting this information, please call or visit one of our branches immediately.

Logan County Bank Scranton  
600 Main St  
Scranton, AR 72863  
1-479-938-2511

Logan County Bank Subiaco  
57 East St Hwy 197  
Subiaco, AR 72863  
1-479-934-4203

## Provisions Applicable to Consumers Only

*In Case of Errors or Questions about Your Electronic Transactions*

Call or write us as soon as you can at one of the following bank offices if:

- your statement or transaction record is wrong, or
- you need more information about a transaction listed on the statement.

For your protection, we recommend that you change your password regularly. You are responsible for keeping your password, account numbers and account data confidential.

We must hear from you no later than 60 days after we have sent the FIRST statement on which the problem or error appeared. If you tell us verbally, we may require you to send us your complaint or question in writing within ten business days. When you contact us, please provide the following information:

- your name and account number,
- dollar amount of the transaction in question,
- Description of the transaction you are unsure of.

Please explain as clearly as you can why you believe there is an error or why you need more information. We will determine whether an error occurred within ten business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. In this case, we credit your account within ten business days for the amount you think is in error, so that you 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 don't receive it within ten business days, we may not credit your account. We will tell you the results within three business days after we complete our investigation. If we decide that there was no error, we will send you a written explanation. You may request copies of the documents that we used in our investigation.

## Transfer of Funds

When you schedule a transfer using LCB Online Banking, you authorize Logan County Bank to withdraw the necessary funds from your Logan County Bank checking or savings account. You agree that you will instruct Logan County Bank to make a withdrawal only when a sufficient balance is or will be available in your checking or savings account at the time of withdrawal. You understand that Logan County Bank will not act on any withdrawal instruction from you if sufficient funds are not available in your checking account.

## Processing and Canceling Transfer of Funds

To have a transfer processed on the same business day as your LCB Online Banking session, we must receive your instructions before 3:00 p.m. Monday through Friday. If you schedule a transfer for a future date, we process the transaction at the close of business on that date, if it's a business day. If the date you request is not a business day, or if we receive your instruction after 3:00 p.m. CST on the Scheduled Initiation Date, the Scheduled Initiation Date will be on our next business day. You may cancel a transfer transaction up to the date you scheduled it for processing i.e., the Scheduled Initiation Date. We must receive your instructions to cancel before the end of our business day on the Scheduled Initiation Date.

## Contact in Event of Unauthorized Transactions

If you believe your LCB Online Banking User ID or Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call your closest branch:

Customer Service is available between the hours of 8 a.m. and 4 p.m., Monday through Thursday and 8 a.m. and 5 p.m. Friday.

Logan County Bank Scranton  
600 Main St  
Scranton, AR 72863  
1-479-938-2511

Logan County Bank Subiaco  
57 East St Hwy 197  
Subiaco, AR 72863  
1-479-934-4203

## Consumer Liability in Case of Unauthorized Transactions

Tell us AT ONCE if you believe your Online ID or password has been lost or stolen. The best way to minimize your loss is to call us immediately. You could lose all of your money in your accounts. If you tell us within four business days after you learn of an unauthorized transaction, you can lose no more than \$50 if someone used your Online ID or password without your permission. If you do NOT tell us within four (4) business days after you learn of the loss or theft of your card or code, you could lose as much as \$300.00. Also, if your statement shows transactions you didn't perform, tell us at once. If you don't tell us within 60 days after the statement is mailed to you, you may not get back any of the money you lost, 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 may extend the time periods. When you give someone your user ID and password, you are authorizing that person to use the service on your behalf, and you are responsible for all transactions the person performs. All transactions that person performs even those 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. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, sign off after every LCB Online Banking session and close your browser to ensure confidentiality.

## Confidentiality

We will disclose information to third parties about your account or your transactions:

- When it's necessary for completing transfers.
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- To comply with a government agency or court orders or with the request of a federal regulator.
- If you give us your permission.

## Preauthorized Payments

**Right to Stop Payment and Procedures For Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call or write us at one of the following branches in time for us to receive your request 3 business days or more before the date the payment is scheduled to be made.

If you call, we will also require you to put your request in writing within 14 days after you call. We will charge you \$25.00 for each stop payment order. Unless you notify us otherwise, we will treat your stop payment order as a request to stop payment on only one particular payment. If you want all future payments to a particular party stopped, you must specifically advise us of that intention.

Logan County Bank Scranton  
600 Main St  
Scranton, AR 72863  
1-479-938-2511

Logan County Bank Subiaco  
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Subiaco, AR 72863  
1-479-934-4203

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments, 3 business days or more, before the date the payment is scheduled to be made and we do not do so, we will be liable for your losses or damages.

## Financial Institution's Liability for Failure to Complete Transactions

If we don't complete a transaction 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:

- If, through no fault of ours, you don't have enough available funds in your account to cover the transaction or transfer.
- If the Service or terminal wasn't working properly, and you knew about the malfunction when you started the transaction or transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction or transfer, despite reasonable precautions we've taken.
- If there are postal delays or processing delays by the payee.
- If a legal order directs us to prohibit withdrawals from the account.
- There may be other exceptions in our agreement with you.

## Offer of Services through Affiliates or Third Parties

Bank has the right to offer the Services through an affiliate or unrelated third party. In order to provide the Services to Customer through this type of arrangement, Customer authorizes Bank to disclose information on Customer's accounts and services to the affiliate or third party who provides the Services.

## Entire Agreement

This Agreement contains the entire agreement between Bank and Customer with respect to the matters covered herein. No other agreement, statement or promise made by any party hereto or by any employee, officer, or agent of any party hereto that is not in writing and signed by the parties is binding.

## Notices

Except as otherwise expressly provided herein, any notice or other communication required or permitted to be given under this Agreement shall be written and delivered, or sent by United States registered or certified mail, postage prepaid, or by express carrier, to Customer's address as it appears on the Bank's computer file. Or, if to Bank, addressed to the branch of account origin Attention: Branch President unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when sent or received by Bank.

## Choice of Law; Attorney's Fees

This Agreement is governed by the laws of the State of Arkansas. The successful party in any such action shall be entitled to recover from the unsuccessful party, in addition to any other relief to which it may be entitled, reasonable attorney's fees and cost incurred by it in prosecuting or defending such action.

## Severability

If any provision herein, or part thereof, is held to be invalid, illegal or unenforceable, the remainder of the Agreement, or other parts or applications of such provisions, shall not be affected thereby.

## Assignment

No assignment hereof may be made by Customer without the prior consent of Bank.

## Provisions Applicable to Businesses

The following subparagraphs A through D apply to electronic funds transfers that are not governed by the Electronic Fund Transfers Act ("EFTA"). For example, electronic fund transfers to or from an account are not governed by the EFTA if the account is not established primarily for personal, family, or household purposes. In addition, electronic fund transfers through FedWire or a similar wire transfer system, or where the primary purpose is for the purchase or sale of securities, are not covered by the EFTA. To the extent the terms of the following subparagraphs A through D are inconsistent with the rest of the provisions of the Agreement, the terms and conditions of the following subparagraphs A through D will control as they apply to electronic fund transfers that are not governed by the EFTA.

**A. Protecting your Password** You agree that we may send notices and other communications including Password confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Logan County Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: 1) keep your password secure and

strictly confidential, providing it only to authorized signers on your account(s); 2) instruct each person to whom you give your password that he or she is not to disclose it to any unauthorized person; and 3) immediately notify us and select a new password if you believe your password may have become known to an unauthorized person. Customer assumes all risks associated with disclosure of any code or password to its employees. Customer agrees to limit disclosures of codes or passwords to those employees it will authorize to use the Services or who have a specific need to know. Customer will establish procedures to protect the confidentiality of all information relating to the Services, including all codes and passwords, and will promptly notify Bank if Customer knows or suspects that codes and passwords or other security information is stolen, compromised, or misused. You acknowledge and agree that if a transfer request describes the beneficiary or beneficiary's bank inconsistently by name and account number, execution of the transfer request will occur on the basis of the account number, even if it identifies a person different from the named beneficiary or bank, and that your obligation to pay the amount of the transfer request to us is not excused in such circumstances. THE BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSWORD THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. We may suspend or cancel your Password even without receiving such notice from you, if we suspect your Password is being used in an unauthorized or fraudulent manner.

**B. Acknowledgment of Commercially Reasonable Security Procedures** After review of the Services offered by Bank, including those aspects of the Services pertaining to assuring the authenticity of a communication between Customer and Bank, Customer will notify Bank in the event Customer's use of the Services would necessitate or be better served by a level of security that exceeds that offered by the Services. If Customer fails to so notify Bank, Customer acknowledges and agrees that the security aspects of the Services are appropriate for Customer's needs and will provide Customer with a commercially reasonable degree of security against unauthorized use. You agree that the security procedures are not intended to, and will not serve as, a procedure to identify errors in a payment order or its instructions. If a transfer request between your accounts with us ("transfer request") (or a request for cancellation or amendment of a transfer request) received by us purports to have been transmitted or authorized by you, it will be deemed effective as your transfer request and you will be obligated to us for the amount of such transfer request, even though the transfer request was not authorized by you, provided we acted in compliance with the security procedure referred to in this Agreement (or any other applicable agreement) with respect to the transfer request. If a transfer request (or request for cancellation or amendment of a transfer request) received by us was transmitted or authorized by you, you shall be obligated to pay the amount of the transfer request as provided herein, whether or not we complied with the security procedure referred to in this Agreement with respect to that transfer request and whether or not that transfer request was erroneous in any respect or that error would have been detected if we had complied with such procedure. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

**C. Limitation of Bank's Liability for Business Customers Only** If we fail or delay in making payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law our liability shall be limited to interest on the amount which we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year. UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL THE BANK BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEY'S FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

**D. Your Duty to Notify Us of Error** You agree to notify us promptly (i) of any discrepancy between your records and the periodic account statements furnished by us to you, or (ii) if a payment or transfer purportedly made on your behalf or charged to your account was not authorized by you, was erroneous or was executed improperly. You shall be deemed to have received notice of such an occurrence when you receive actual notice or an account statement furnished in a fashion customary for that account or such other account as was charged for payment indicating (i) the purported payment order or other communication was accepted and acted upon by us, or (ii) your account was debited with respect to the payment or transfer, whichever occurs first. If you fail to notify us within 30 days after you received notice of any unauthorized or erroneous transfer, we will not owe you any interest on the amount in question even if we are otherwise liable to you in connection with the transfer or other communication or is obligated to credit you for the amount of the transfer or any portion thereof, nor will we be liable for any other losses resulting from your failure to give such notice with respect to a transfer shown on such periodic statement. If you fail to notify us of any such discrepancy within one (1) year, you shall be precluded from asserting such discrepancy against us.

## Third Party Data Input

You acknowledge that the Online Banking services may require that data be input into the Program by parties other than us. In some cases, we may provide such parties with information instructing them how to input data into the Program; however, in no event shall we be liable for the accuracy, completeness, correctness or format of data input by parties other than us.

## Indemnification

You shall indemnify, defend and hold us harmless from against any and all loss, liability, cost, charges or other expenses (including reasonable attorney's fees) which we may incur or be subject to, arising out of or related directly or indirectly to the performance by us of our obligations here under.

I have read the Online Banking Agreement and do not have any questions. I agree to comply with the agreement.