

The Community Bank
Online Banking with Bill Pay Agreement and Disclosure

This is The Community Bank's Online Banking with Bill Pay Agreement and Disclosure. Each and all of the depositors are referred to as "You" and "Your". The Community Bank is referred to as "We", "Our", and "Us". This Agreement contains the terms and conditions governing the Online Banking with Bill Pay Service as used in this document, the term "Agreement" means this document and the Online Banking Application. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. The Community Bank may amend or change this Agreement and give you notice via regular mail or electronic mail, using the address that appears on your account records.

You acknowledge that you have received, understand and agree to the specific disclosures (Truth in Savings, Funds Availability, Electronic Funds Transfer, Deposit Account Agreement, and Privacy Statement) that apply to each of your accounts with The Community Bank. The disclosures were provided to you at the time you opened your accounts with us. The account disclosures continue to apply while this user agreement is in effect, even though they may be or have already been revised.

Online Banking with Bill Pay Availability

The Community Bank's Online Banking with Bill Pay is available 24 hours a day, seven days a week, except scheduled and unscheduled down times which could include system maintenance, system updates, emergencies or circumstances beyond The Community Bank's control.

Fees

There is no fee to use The Community Bank's Online Banking. This may be amended from time to time in accordance with the rules governed by and interpreted in accordance with applicable Ohio and Federal laws and regulations. All other fees applicable to your account remain in effect.

Security

This is a protected website. It is unlawful to intentionally cause damage to our site or data through the knowing transmission of any program, computer virus, information, code, or command.

Login User ID and Password

To login to Online Banking with Bill Pay you must use the identification number we provide for your Community Bank Online Banking Account, together with a password. Your role is very important in guarding against unauthorized use of your accounts. If you give your Online Banking identification number and password to anyone, they will have full access to your accounts. You agree to keep your identification number and your password confidential and not share with anyone not even us. We undertake no obligation to monitor transactions through Online Banking with Bill Pay to determine that they are made on behalf of the accountholder. You also agree to indemnify and hold harmless The Community Bank from any loss, liability and expenses arising out of or in any way connected with such use.

For security purposes, you are required to change your password upon your initial login to The Community Bank's Online Banking with Bill Pay. You accept responsibility for the confidentiality and security of your password and we encourage you to change your password regularly. The Community Bank also requires setting up Security Questions upon your initial login. Your Online Banking settings also have the capability of automatic password resets. You must set up this feature under Options by selecting Security Questions

and Answers. Upon three unsuccessful attempts to use your password, your Online Banking will be revoked. If you have established the password reset settings under Options you will be able to reset your password. If you have not established these settings to re-establish your authorization to use Online Banking with Bill Pay you must contact us at (740)454-1600 or email us at onlinebanking@thecombank.com so we can reset your password and give you a temporary one.

For security, we require that you create a password that utilizes upper and lower case alpha and numeric characters. Your password should not be associated with any commonly known personal identification, such as your social security numbers, address, date of birth, names of children and should be memorized rather than written down. Notice of any unauthorized use or any suspected unauthorized use shall be given by you to us as soon as possible by contacting us at (740)454-1600.

Third Parties

The Community Bank has taken reasonable measures to ensure that the information and data presented on our website is accurate and current, however, we make no express or implied warranty regarding such information or data which may have been provided by third parties. The Community Bank hereby expressly disclaims all legal liability and responsibility to persons or entities that use or access this site and its content, based on their reliance on any information or data that is available through this website. If advice is needed, seek the services of a qualified professional.

Reference to any specific product, process, or service listed on the website, is not an endorsement or recommendation by The Community Bank.

Website Links

Our website provides links to other websites for convenience and informational purposes only. Users should be aware that all websites are not protected. The Community Bank is not responsible for the contents or transmissions of any linked site or any link contained in a linked site, or any changes or updates to such sites.

Your Equipment

You must have a personal computer with compatible Internet browser software. Currently, Internet Banking requires Firefox version 3 or higher, Safari version 1.0 or higher, or Internet Explorer version 7.0 or higher. You must also have 128-bit encryption.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware, software and Internet access services necessary for performing The Community Bank's Online Banking with Bill Pay online services. The Community Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware, software, interruptions to your Internet service by your service provider, interruptions in your telephone or electric service, or damages resulting from a virus. The Community Bank is not responsible in any way for the installation, use or maintenance of Quicken.

Limitation of Access

The Community Bank may terminate Online Banking with Bill Pay in whole or part at any time without prior notice. The Community Bank reserves the right to limit or suspend your access to Online Banking with Bill Pay at any time, in order to maintain secure communications and reduce fraud you agree to protect the security of your numbers, codes, and other means of identification including without limitation, your user ID's, and passwords. We reserve the right to block access to Online Banking with Bill Pay to maintain or restore security to our site and systems, if we believe your access codes have been used, or may be used, by authorized person(s).

Your Responsibility

Use of your User ID and password is the agreed security procedure to access Online Banking with Bill Pay.

Internal Transfers

You may transfer funds from eligible accounts. You must have enough available money or credit in any account from which you instruct us to make a payment or transfer. If any of your qualifying accounts are money market or savings accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any specific period. The specified period for money market accounts is the monthly statement period. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement. You also agree to the "Electronic Funds Transfer Disclosure" that you received when you opened your deposit account.

You may transfer funds in any account between, \$1.00 and \$99,999.99 (i) between Deposit Accounts (other than time accounts [CD's]), or (ii) from deposit accounts (other than time accounts) to credit accounts designated for transfers in the Application, as provided on screen. When you schedule a transfer, you authorize us to withdraw funds from your deposit account (the "sending account") and to deposit funds or make payment to the account designated to receive the transfer (the "receiving account"). Transfers may be scheduled to occur on the business day initiated, or at a later date. You may also schedule recurring transfers of the same amount from the sending account to the same receiving account at regular intervals (such as monthly or weekly). Transfers are on the business day you schedule the transfer as long as you initiate the transfer before 5:00 p.m. Eastern Standard Time (EST). Transfers initiated after 5:00 p.m. EST, or on a day other than a business day will be made on the next business day. We may refuse to act on your instruction if, on the date you schedule the transfer, sufficient funds are not available in your deposit account. You can delete or change ("edit") any one-time or recurring transfer requested through the Online Banking Services before 5:00 p.m. EST, on the business day before the transfer is scheduled to be made, as provided on screen after clicking on the "View List of Transfers" link for the account. Transfers will be described in the regular periodic statement for your account.

Stop Payments

You may stop payments on checks drawn on deposit accounts online by clicking onto the "Enter Stop Payment" link for the deposit account, completing the requested information and submitting the stop payment. You must make your stop payment order in time for us to receive and have a reasonable opportunity to act on your request. You must also print the stop payment confirmation, sign it, and mail it to The Community Bank, Deposit Operations Dept., 113 N. Fifth Street, Zanesville, OH 43701. We may honor your order when made online, **but must receive your written confirmation within 14 days of the online request.**

View and Download Account Information

You may view account information. Your account balance is generally current as of 6:30 p.m. EST the previous business day. Online Banking displays as "Available Balance" that includes any memo posted transactions that occur throughout the business day. A "memo posted transaction" is a temporary credit or debit to your account that is not yet final and is subject to correction. You may review the history of past transactions on your accounts over the previous 180 days. You may also download account information in the following formats:

- * Microsoft Money (.ofx)
- * Intuit QuickBooks (.iif)
- * Standard Personal Finance (.qif)

Statements

Your Online Banking with Bill Pay payments and transfers will be indicated on the monthly or quarterly statements we provide or make accessible to you for those accounts accessible through Online Banking. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement information. **For added security to your personal information we recommend signing up for e-Statements that can be delivered straight to your email.**

Cutoff

All Online Banking with Bill Pay transactions initiated after the bank's cut-off time will be posted to the appropriate account on the next business day. For internal transfers this cutoff time is 5:00 p.m. EST.

Inactivity

Access to your accounts through The Community Bank's Online Banking with Bill Pay will automatically be denied if your Online Banking with Bill Pay accounts have not been accessed within the last 91 days. To re-establish your authorization to use Online Banking you must contact us to re-enable your password. Access to your accounts through The Community Bank's Online Banking will automatically be deleted if your Online Banking accounts have not been accessed within the last 182 days. If you are denied access you may contact us at (740)454-1600 or by emailing us at onlinebanking@thecombank.com.

Damages

The foregoing shall constitute our entire liability and your exclusive remedy. In no event shall we be liable for any loss, injury, or damages, whether direct, indirect, special, incidental, exemplary, or consequential, including lost profits caused by Online Banking with Bill Pay or the use thereof, or arising in any way out of the installation, use or maintenance of your personal computer hardware, equipment, software, or any Internet access service.

Electronic Mail Messages

Online Banking with Bill Pay provides you with the ability to send immediate electronic mail messages within the service during regular banking hours to communicate confidential information to us. Please remember that electronic mail messages sent outside of Online Banking may not be immediately received by us and are not secure. If you need to contact us immediately you may call us during regular business hours at (740)454-1600. Regular business hours are Monday through Friday, 8:00 a.m. EST - 5:00 p.m. EST.

Warranty Disclaimer

The Online Banking with Bill Pay online services and related documentation are provided "as is" and we do not make any warranties of any kind either expressed or implied concerning the hardware, software, or any part thereof, including without limitation, and warranties of merchantability or fitness for a particular purpose.

Cancellation

The Community Bank in its sole discretion may cancel access to Online Banking with Bill Pay or any of its services for any individual User ID or for an entire business customer relationship. You may terminate the use of Online Banking with Bill Pay at any time by calling The Community Bank at (740)454-1600, writing us at 113 N. Fifth Street, Zanesville, Oh 43701, or sending an electronic email message to us from within Online Banking or an email to us via the Internet at onlinebanking@thecombank.com. After notifying The Community Bank of your wish to cancel, you agree to allow us ten (10) days to process your termination request.

Governing Law

This agreement will be governed by and interpreted in accordance with applicable Ohio and Federal laws and regulations. State laws and regulations apply unless there is a superseding Federal law or regulation.