

INTERNET BANKING

AGREEMENT AND DISCLOSURE

This Agreement and Disclosure sets forth your and our rights and responsibilities concerning the use of our Internet Banking Product. In this agreement the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we" and "us" mean Community Bank of Parkersburg. By using Internet Banking, you agree to all of the terms of this agreement.

Internet Banking Features - You may access your account information by using a specific Internet User ID and password assigned to you. At the present time you may use the system to:

General Internet Banking

- Perform account inquiries on checking, savings, certificate of deposit and loan accounts
- Obtain statement transaction detail on your accounts
- Transfer funds between your deposit account
- Make loan payments
- Initiate instructions for placing a stop payment on your checking account
- Retrieve check images
- Send secured email messages to Community Bank personnel

Bill Payment

- Initiate bill payments to any merchant or vendor you choose

Cash Management Features (Commercial customers only)

- ACH origination

Fees and Charges

- We do not charge for General Internet Banking features
- Normal bank fees will be assessed for stop payments
- A monthly fee of \$5.95 may be assessed for bill payment customers
- Commercial Cash Management features are billed per individual proposal

Limitations on Frequency and Amount - According to Federal Regulations you may not take more than six (6) pre-authorized or automatic transfers from your money market account or savings accounts during a given monthly statement period. There are no limits on the number or dollar amount of transfers or payments you make from your checking account. Balances shown online are as of close of business for the prior day. Balances may include deposits subject to verification by us. The balance may also differ from your records due to deposits in process, outstanding checks or other withdrawals, payments or charges. We have the right to cancel transactions if sufficient funds are not available in your account.

User ID and Password - The User ID and password issued to you is for your security purposes. Your password is confidential and should not be disclosed to third parties. You are responsible for safekeeping your password. You may change your password at any time by clicking on "Settings." For security purposes, the system will automatically prompt you to change your password if you have not changed it in 90 days. You should carefully select a password that is hard to guess. (We suggest that you stay away from names, dates, and information that may be easily guessed.) You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts.

In order to ensure the security of your records, we will end your online session if we have detected no activity for 15 minutes. This is to protect you in case you accidentally leave your computer unattended while you are logged on. When you return to your computer, simply re-enter your User ID and password and continue your sessions.

No Signature Requirement - When any payment or other online service generates items to be charged to your account, you agree that we may debit the designated account without requiring your signature on the item and without any notice to you.

Notice of Liability - Tell us AT ONCE if you believe your password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss, and we can prove that we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00.

If your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (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 period. If you believe that your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write Community Bank.

Business Days - Our business days are Monday through Friday. Holidays are not included.

Cutoff Times - The following cutoff times pertain to specific Internet Banking features. Transactions received after the cutoff time will be posted the following business day.

Funds Transfer - 6:00 pm

Bill Payments - 12:00 pm. To ensure that payment is properly credited to your account prior to the payment date, please allow at least five (5) business days from the date payment is submitted for your payment to reach your merchant or vendor.

Stop Payments - 4:00 pm

Cash Management - Determined per individual proposal

Documentation

Periodic Statement - You will receive a periodic account statement from us determined by the type of account you have. This information was disclosed to you at account opening.

Confirmation or Receipt - A confirmation or receipt will be displayed at the time you make a transfer, submit a bill payment, initiate cash management transactions, or submit instructions for stop payments or check orders. This confirmation or receipt should be printed and kept for your records.

Our Liability for Incomplete Transactions - If we do not 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 do not have enough money in your account to cover the transaction.
- If the money in your account is subject to legal process or other claim restricting such transaction.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- If any information provided by you about the payee on the bill payment is incorrect.
- If there are any delays in handling the payment by the payee.

In Case of Errors Or Questions - Call us at (304) 485-7991 or write us at Community Bank, P.O. Box 988 Parkersburg, WV 26102 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than (60) days after we send the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- Confirmation or Receipt number.
- For bill payment errors tell us:
 - Checking account used to pay bills
 - Payee name
 - Date the payment was sent
 - Confirmation or Receipt number
 - Payment amount
 - Payee account number

If you tell us orally, we may require that you send us your complaint or questions in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or questions. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

If we decide that there was no error, we will send you a written explanation of our findings within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If a notice or error involves an electronic funds transfer that was initiated in a foreign location, the applicable time period for action shall be twenty (20) business days in place of ten (10) business days, and ninety (90) calendar days in place of forty five (45) calendar days.

Confidentiality - We will disclose information to third parties about your account or the transaction you make:

- To complete the transactions as necessary
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agency or court orders, or
- If you give us your written permission.

Virus Protection - The bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and diskettes using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Notices - All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in the agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

Enforcement - In the event either party brings a legal action to:

- Enforce this agreement, or
- Collect amounts owed as a result of any account transaction

The prevailing party shall be entitled to reasonable attorney's fees and costs, including fees on any appeal, subject to any limits under applicable law.

Termination - You agree that we may terminate this agreement if:

- You or any authorized user of your password breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your account or password;
- We notify you or any other party to your account that we have cancelled or will credit this Agreement.
- You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of the Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.