

**Terms and Conditions: JCBank**

Thank you for using JCB Mobile Banking combined with your handheld's text messaging capabilities. **Message & Data rates may apply. For help, text "HELP" to 96924. To cancel, text "STOP" to 96924 at anytime.** In case of questions please contact customer service at 800-204-6477 or visit [www.jcbank.com](http://www.jcbank.com).

JCBank Privacy Policy <https://www.jcbank.com/legal/consumer-privacy-policy>

**Terms and Conditions**

- **Program:** **JCBank** offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. **Message & Data rates may apply.** Customers will be allowed to opt out of this program at any time.
- **Questions:** You can contact us at 800-204-6477, or send a text message with the word **"HELP"** to this number: **96924**. We can answer any questions you have about the program.
- **To Stop the program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says **"STOP"** to this number: **96924**. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- **Terms & Conditions:** By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.
- Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of JCBank or any service provider.

**Privacy and User Information.** You acknowledge that in connection with your use of Mobile Banking, JCBank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). JCBank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. JCBank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

**Restrictions on Use.** You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by JCBank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of JCBank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose JCBank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

**Use of Google Maps:** You agree to abide by the Google terms and conditions of use found at [http://maps.google.com/help/terms\\_maps.html](http://maps.google.com/help/terms_maps.html) and the Google Legal Notices found at [https://www.google.com/help/legalnotices\\_maps/](https://www.google.com/help/legalnotices_maps/), or other URLs as may be updated by Google.

**Card Controls Additional Terms.**

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by JCBank that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact JCBank to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
4. Card Controls may enable access to JCBank and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, JCBank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.
7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

### **Alerts Additional Terms.**

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

**Alerts.** Your enrollment in JCBank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your JCBank account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the More menu within JCBank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. JCBank reserves the right to terminate its Alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your JCBank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, text "**STOP**" to **96924** at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **JCBank** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **96924**. In case of questions please contact customer service at 800-204-6477. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** JCBank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside JCBank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold JCBank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

<https://www.jcbank.com/legal/consumer-privacy-policy>

**Privacy and User Information – Data Analytics.** You acknowledge that in connection with your use of Mobile Banking, JCBank and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. JCBank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

### **Biometric Login for Mobile Banking.**

Biometric login is an optional biometric sign-in method for JCBank Mobile Banking that may be available for certain mobile devices that have a built-in biometric scanner. To use biometric login, you will need to first save your fingerprint/facial feature scan on your mobile

device (for more help with biometric scanning, contact the manufacturer that supports your mobile device). Biometrics are stored on your device only and JCBank never sees or stores your biometric information. You acknowledge that by enabling biometric login, you will allow anyone who has biometric information stored on your device access to your personal and payment account information within JCBank Mobile Banking. JCBank reserves the right to suspend or disable this feature at any time. Biometric login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your biometric information, you can sign in using your standard login credentials (e.g., password). To use biometric login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable biometric login anytime within JCBank Mobile Banking.

### **MOBILE PHONE CONTACT POLICY**

**By providing us with a telephone number for a mobile device, including a number that you later convert to a mobile device number, you are expressly consenting to receiving communications – including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system – from us and or our affiliates and agents. This express consent applies to each such number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your mobile service provider.**

You have the ability to update your contact information any time by visiting us at a banking center, or by calling us at a number at the end of this Agreement. Please see our Privacy Policy (available online at [www.jcbank.com](http://www.jcbank.com)) to learn more about how we use and share your information.

### **FEES AND CHARGES**

A fee may be charged for the mobile banking service. You are responsible for paying the fees for the use of the service. Any fee that is charged will be disclosed on our current Consumer or Business Fee Schedule. JCBank may change the fees for use of the service at any time. You authorize JCBank to deduct any such fees from any JCBank account in your name. JCBank is not responsible for any wireless data charges that may be incurred by your use of the service. Check with your wireless carrier for details on data and airtime charges.

### **MOBILE LOCATION INFORMATION**

If you use any location-based feature of our mobile banking services (such as our Banking Center or ATM locator) you agree that your geographic location and other personal information (such as your device ID) may be accessed and disclosed through the service. You may turn off location based features at any time through the settings of your mobile device. Please note that if you disable location based services, some features may not work until you re-enable location services for the JCBank app.

### **INSTANT BALANCE**

Instant Balance is an optional feature that allows you to view the balance of select account(s) without having to enter your password. Instant Balance is for informational purposes only, and you must completely log-in with your secure credentials before you are able to conduct any transactional activity. You must activate this feature before the Instant Balance will be displayed, and if you activate this feature, it is your sole responsibility to maintain proper security measures (such as a screen lock or passcode on your mobile device) to prevent unauthorized persons from retrieving your balance information.

**If you permit other persons or entities to use your mobile banking access by providing your username and password to a third party, or by allowing a third party to access mobile banking services using your credentials, you agree that each person or entity will be acting as your “Agent” and will be bound by this Agreement (and any separate agreement governing your account). We are not responsible for managing your third party relationships and any arrangements between you and an Agent are strictly between you and the other party. We are not liable to you if your Agent exceeds the scope of authority granted, and any transaction performed by your Agent using your log-in credentials, even if not specifically intended by you, is considered a transaction authorized by you. Should you decide to revoke any access you have given to an Agent, you must contact us at a number at the end of this Agreement, in which case we may need to block online and mobile access to your account until new log-in credentials are established.**

**You agree that any transaction that would otherwise require two or more signatures will not apply to mobile banking services.**

Contact us during normal customer service hours at a number listed at the end of this Agreement if:

- You would like to change, disable, or revoke your password; or
- You believe that your password or other means to access online banking services has been lost or stolen; or
- You believe that someone may attempt to use mobile banking services without your consent or has transferred money without your permission.

Apple and Touch ID are trademarks of Apple Inc. Android is a trademark of Google Inc.

### **MOBILE APPLICATION LICENSE**

You may access various online banking services through our mobile banking applications available on Android or iOS. Each application offers specific online banking services and we reserve the right to modify the scope of online banking services available on our mobile applications at any time. You agree that some online banking services may not be accessible or may have limited utility when accessed from a mobile application.

### **ALTERATIONS AND AMENDMENTS**

This Agreement and any referenced Fee Schedules may be altered or amended by JCBank from time to time. In such event, JCBank shall send notice to you at your address as it appears on our records. Any use of online banking services after we send you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material and limit access to JCBank's more recent version.

### **TERMINATION OR DISCONTINUATION**

In the event you wish to discontinue mobile banking, you must contact JCBank's eServices Department. Such notice of service discontinuance must be supplied ten (10) business days prior to the actual discontinuance date and must be sent to the address provided at the end of this Agreement. JCBank may terminate mobile banking services at any time and/or revoke your right to use mobile banking services. If you do not use the services for any six-month period, we reserve the right to discontinue your service without notice to you. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement.

### **RECEIVING TEXT MESSAGES AND OTHER COMMUNICATIONS**

**The text messaging features of our online banking services are available on all major wireless carriers based in the United States of America. Text messages may be delayed (or not delivered) if your phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of your wireless carrier may interfere with message delivery. You acknowledge that urgent alerts may not be received timely and that your wireless carrier does not guarantee that alerts will be delivered. You further agree to release and hold harmless the wireless carriers and JCBank from liability for delayed or undelivered messages.**

**Message and data rates may apply when using our online banking services and you are responsible for any such charges.**

### **CONTACT US**

You may contact us by writing us at the address below, or by contacting us at a phone number below. Keep in mind that we may not immediately receive electronic messages that you send and we will not take action on your electronic messages until we actually receive it and have a reasonable time to act. If you need immediate assistance, or you would like to report an unauthorized transaction, please call us at a number below.

#### **By Phone**

**JCBank Toll Free                      800-204-6477**

Monday – Friday 8:00 a.m. to 5:00 p.m. Eastern

#### **By Mail**

Jackson County Bank  
C/O eServices Department  
P.O. Box 1001  
Seymour, IN 47274  
Online  
[www.jcbank.com](http://www.jcbank.com)

## **MOBILE DEPOSIT SERVICES TERMS AND CONDITIONS**

Mobile Deposit Services ("Services") is designed to allow you to make deposits of checks ("original checks") to your checking or savings accounts from home or other remote locations by capturing images of the original checks and delivering the digital images and associated deposit information ("images") to Jackson County Bank (JCBank) or our processor with your mobile device ("hardware").

After you log in to the mobile banking services, you may apply for Mobile Deposit. By applying for Mobile Deposit through the electronic application and log in processes, you (on behalf of yourself, your estate, and other persons who may succeed to your rights and responsibilities hereunder) will be deemed to have accepted the terms and conditions of Mobile Deposit, and this document shall constitute a legally enforceable agreement between us, to the same extent as if signed by us and delivered to each other with original signatures.

### **ELIGIBLE ITEMS**

You can capture and deposit only checks or drafts. You agree to capture and deposit only checks or drafts drawn on a commercial bank, credit union, or savings and loan and that are unconditionally negotiable by you under the principles of the Uniform Commercial Code or other applicable law applicable to negotiable instruments.

You agree that you will not use the mobile deposit services to deposit: Checks which are not made payable to you, money orders, traveler's checks, savings bonds, international checks drawn on a financial institution located outside the United States, checks not payable in US Dollars, checks dated more than 6 months prior to the date of deposit (stale dated), checks that have been previously negotiated (including checks that may have been returned), insurance claim checks or credit card cash advance checks, checks previously converted to a substitute check (as defined in Regulation CC), checks that you know or suspect represent orders to pay money that are subject to defenses by the drawer of the check or other third party, or checks that contain evidence of alteration are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.

### **FEES AND CHARGES**

A fee may be charged for the mobile deposit service. You are responsible for paying the fees for the use of the service. Any fee that is charged will be disclosed prior to your deposit. JCBank may change the fees for use of the service at any time. You authorize JCBank to deduct any such fees from any JCBank account in your name. JCBank is not responsible for any wireless data charges that may be incurred by your use of the service. Check with your wireless carrier for details on data and airtime charges.

### **ELIGIBILITY**

JCBank Mobile Deposit is available to most JCBank customers who have an active, qualified account in good standing. JCBank reserves the right to remove access to this feature for any account if fraudulent activity or inappropriate use of the feature is identified.

### **LIMITS**

#### **Consumer Accounts**

A default maximum deposit limit of \$3,000/ day applies. If you attempt to deposit in excess of this limit, we may reject your deposit.

#### **Business Accounts (accessed through our Business Mobile Banking Service)**

A default maximum deposit limit of \$5,000/ day applies. If you attempt to deposit in excess of this limit, we may reject your deposit.

### **PROCESSING DAYS**

Our processing days are Monday through Friday, excluding holidays. For a list of holidays, please reference the Federal Reserve holiday schedule.

### **FUNDS AVAILABILITY**

For the purpose of funds availability, deposits made by 5:00 pm EST Monday through Friday, excluding non-business days or holidays may be available as soon as the next business day. If you submit a deposit after 5:00 pm EST, or on a non-business day or holiday, your deposit will be processed on the next business day. Deposits are subject to verification and funds may not be available for immediate withdrawal. Funds will be available as described in our Regulation CC Funds Availability Disclosure.

### **IMAGE REQUIREMENTS**

Each image must provide all information on the front and back of the original check at the time presented to you, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check.

## **IMAGE QUALITY**

The image of an item transmitted to JCBank using the Mobile Deposit service must be legible, as determined in the sole discretion of JCBank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by JCBank, American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

## **ENDORSEMENT**

Endorsements must be made on the back of the item within 1 1/2 inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include, in legible notation, your signature. In addition, checks deposited through JCBank Mobile Deposit must indicate "Mobile Deposit Only" below your signature. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

## **CHECK RETENTION**

After you receive confirmation that we have received an image, you must retain your check in a secure area for at least 15 days and make the original check accessible to us at our request. Make sure your check has been deposited to your account before destroying the original check. Upon our request, you will deliver to us within 10 calendar days, at your expense, requested original checks in your possession, bearing the same endorsements as reflected by the image that you transmitted to us. If not provided in a timely manner, such amount will be reversed from your account. You agree that you will never re-present the original check. You understand that you are responsible to us for all losses and damages, including our reasonable attorney fees incurred in responding to any such payment demand, that we may incur if anyone is asked to make a payment based on an original check that has already been paid.

## **RETURNED OR REJECTED DEPOSITS**

Any credit to your account for checks deposited using Mobile Deposit is provisional. You are responsible for any deposit made into your JCBank account. Any item that is dishonored, rejected, or otherwise returned unpaid is your responsibility and any credit applied due to such item being deposited may be immediately reversed. You agree to reimburse JCBank for all loss, cost, damage or expense caused by or relating to the processing of the returned item. We may debit any of your accounts to obtain payment for any item that has been returned or rejected.

## **HARDWARE AND SOFTWARE**

In order to use the mobile deposit service, you must obtain and maintain, at your expense, compatible hardware and software as specified by JCBank from time to time. See [jcbank.com](http://jcbank.com) for current hardware and software specifications. JCBank is not responsible for any third party software you may need to use the service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at the time of download and installation.

## **YOUR WARRANTIES**

You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the check and to the payee(s) stated on the check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.
- The amount, payee(s), signature(s), and endorsement(s) on the image and the original are legible, genuine, and accurate.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation, or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

## **COMPLIANCE WITH LAW**

You will use mobile deposit services for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules, and regulations.

### **COOPERATION WITH INVESTIGATIONS**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolutions of third party claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the service in your possession and your records relating to such items and transmissions.

### **TERMINATION**

We may terminate the service or your access to the service at any time and for any reason.

### **MOBILE DEPOSIT UNAVAILABILITY**

Mobile deposit services may, at times, be unavailable due to system maintenance or technical difficulties. In the event the service is unavailable, you may deposit original checks at one of our banking center locations.

### **MOBILE DEPOSIT SECURITY**

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You agree to notify us immediately if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under these terms and conditions.

### **YOUR RESPONSIBILITY**

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or service, copy or reproduce all or any part of the technology or service; or interfere, or attempt to interfere, with the technology or service. We and our technology partners, inclusive of, but not limited to, Fiserv Inc., retain all rights, title and interests in and to the services, software and development made available to you.

### **ACCOUNTHOLDER'S INDEMNIFICATION OBLIGATION**

You understand and agree that you are required to indemnify JCBank and our technology partners, including but not limited to Fiserv Inc., and hold harmless JCBank and Fiserv Inc., and their respective affiliates, officers, employees and agents from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to JCBank or End User's use of the services, Fiserv Inc. applications, unless such claim directly results from an action or omission made by JCBank or Fiserv Inc. in bad faith. You understand and agree that this paragraph shall survive the termination of this agreement.

DISCLAIMER OF WARRANTIES: YOU AGREE THAT YOUR USE OF ANY MOBILE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY MOBILE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY MOBILE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY MOBILE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

### **LIMITATION OF LIABILITY**

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY MOBILE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.



## **CONTACT US**

You may contact us by writing us at the address below, or by contacting us at a phone number below. Keep in mind that we may not immediately receive electronic messages that you send and we will not take action on your electronic messages until we actually receive it and have a reasonable time to act. If you need immediate assistance, or you would like to report an unauthorized transaction, please call us at a number below.

### **By Phone**

**JCBank Toll Free 800-204-6477**

Monday – Friday 8:00 a.m. to 5:00 p.m. Eastern

### **By Mail**

Jackson County Bank  
C/O eServices Department  
P.O. Box 1001  
Seymour, IN 47274

### **Online**

[www.jcbank.com](http://www.jcbank.com)

## **ONLINE BANKING SERVICES TERMS AND CONDITIONS**

These Terms and Conditions are collectively referred to throughout this document as the "Agreement". Other terms used throughout this document are here after defined as follows: "Bank ", "We", "Us" means Jackson County Bank ("JCBank"); "You", "Your", "My", "Me", "Applicant", and "Customer" means legal account holder(s) of the primary account; "Primary Account" means your checking account indicated when applying for / enrolling in our online service. "Business Day" means Monday through Friday, excluding Federal holidays; "Normal Customer Service Hours" means 8:00 a.m. to 5:00 p.m. Eastern time on any business day. "Fee Schedule" means Jackson County Bank's applicable Fee Schedule.

All agreements signed for online banking access or instructions delivered by online banking will be deemed to be my written authorization to charge or credit my accounts for transactions executed via the service and such transactions are subject to the Terms and Conditions governing online banking if applicable. All accounts and transactions are also subject to Bank Terms and Conditions and Fee Schedules for such accounts or transactions. You agree that we may deliver any and all disclosures required by law to be made to you electronically and/or by mail.

## **ELIGIBILITY**

### **Consumer Accounts**

To access online banking services, you must:

- Be a JCBank customer with one of the following types of accounts:
  - A consumer deposit account.
  - A business deposit account.
  - A consumer loan or line of credit.
- Establish and maintain valid log-in credentials (including a user name and password) for online banking services; and
- Maintain a valid email address.

Use of certain online banking services may require additional accounts or other eligibility requirements.

### **Business Accounts**

To access online banking services, you must:

- Be a JCBank customer with one of the following types of accounts:
  - A business deposit account.
  - A business loan or line of credit.
- Establish and maintain valid log-in credentials (including a user name and password) for online banking services;
- Maintain a valid email address;
- Complete and return any additional required agreements.

Upon notice of interest in the Business Online Banking product, we will provide you with a Business Online Banking agreement via email, mail, or in person. Submission of a completed Business Online Banking Agreement does not guarantee approval to access online banking services and is subject to review, verification, and approval by us.

Agreements must be completed in full and signed by an authorized individual:

- o Corporations: an authorized officer named in the corporate resolution provided to us and named on the account must sign the Business Online Banking Agreement.
- o Partnerships, Limited Liability Companies, Limited Liability Partnerships, or Sole Proprietorships: an authorized signer named in a resolution provided to us and named on the account must sign the Business Online Banking Agreement.
- o Governmental Entities: the Treasurer must sign the Business Online Banking Agreement unless the charter or the entity's Indiana enabling statute states otherwise.

If we deny access to online banking services we will communicate the denial to an authorized individual via email, mail, telephone, or in person. Use of certain online banking services may require additional accounts or other eligibility requirements.

### **TRANSACTION LIMITATIONS**

Federal Regulation D limits certain types of withdrawals and transfers made from a savings or money market account to a combined total of six per statement cycle. Transfers from a savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per statement cycle with no transfers by check, draft, debit card, or similar order to third parties. Withdrawals or transfers exceeding the limits set forth above may result not only in fees, but also account closure, change of account type, termination of transfer capability or other remedial action. Withdrawals and transfers made in person at a JCBank banking center or at an ATM are not included in the limit of six per statement cycle.

### **PROVIDING ACCURATE PERSONAL INFORMATION**

Your enrollment in our online banking services may not be fulfilled if we are unable to verify your identity. You agree to provide current, complete, and accurate information about yourself and you agree not to misrepresent your identity. You further agree to promptly notify us in writing of any address change including a change in email address. Additionally, you agree to notify us in writing at least ten (10) business days in advance of any change in your account status. Our address can be located at the end of this Agreement.

### **MOBILE PHONE CONTACT POLICY**

**By providing us with a telephone number for a mobile device, including a number that you later convert to a mobile device number, you are expressly consenting to receiving communications – including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system – from us and or our affiliates and agents. This express consent applies to each such number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your mobile service provider.**

You have the ability to update your contact information any time by visiting us at a banking center, or by calling us at a number at the end of this agreement. Please see our Privacy Policy (available online at [www.jcbank.com](http://www.jcbank.com)) to learn more about how we use and share your information.

### **RECEIVING TEXT MESSAGES AND OTHER COMMUNICATIONS**

**The text messaging features of our online banking services are available on all major wireless carriers based in the United States of America. Text messages may be delayed (or not delivered) if your phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of your wireless carrier may interfere with message delivery. You acknowledge that urgent alerts may not be received timely and that your wireless carrier does not guarantee that alerts will be delivered. You further agree to release and hold harmless the wireless carriers and JCBank from liability for delayed or undelivered messages.**

**Message and data rates may apply when using our online banking services and you are responsible for any such charges.**

### **FEES AND CHARGES**

There may be additional fees and charges for select online banking services or transactions; these fees are described in the Consumer or Business Fee Schedule for your account. Fees and charges may be changed in our sole discretion and you will receive notice of these changes in accordance with applicable law. You agree to pay all such fees and charges associated with online banking services and authorize us to deduct the amount from your JCBank account(s).

**You are responsible for any and all other fees and charges that may be assessed by your telephone company, wireless carrier, internet service provider, or any other third party provider you may engage.**

**If you do not use the service for any six-month period, we reserve the right to discontinue your service without notice to you. To the extent permitted by law, you give us the right to set off any of your money or property which may be in your or the Bank's possession against any amount owed to us under this agreement. This right to set off does not extend to any Keogh, IRA account or similar tax-deferred deposit.**

### **PROTECTING YOUR LOG-IN CREDENTIALS**

As a JCBank customer engaging in online banking services, you have selected log-in credentials which allow you to access the online banking services. Depending on your mobile device, you may also have the option to use a biometric feature (such as a fingerprint or facial scanner) on your mobile device to authenticate your identity and obtain access to the online banking services. If you elect to activate a biometric feature, it is your sole responsibility to control access to online banking services just as you would with your user name and password. You acknowledge that any person who has a biometric feature stored in your device may also be able to access online banking services with the device.

You agree not to give or make available your online banking services user name and password or other means to access your account to any unauthorized individuals. You are responsible for keeping your user name and password confidential and you are responsible for ensuring that you have logged out when your online banking session is complete to prevent unauthorized persons from using your online banking services.

**If you permit other persons or entities to use your online banking access by providing your username and password to a third party, or by allowing a third party to access online banking services using your credentials, you agree that each person or entity will be acting as your "Agent" and will be bound by this Agreement (and any separate agreement governing your account). We are not responsible for managing your third party relationships and any arrangements between you and an Agent are strictly between you and the other party. We are not liable to you if your Agent exceeds the scope of authority granted, and any transaction performed by your Agent using your log-In credentials, even if not specifically intended by you, is considered a transaction authorized by you. Should you decide to revoke any access you have given to an Agent, you must contact us at a number at the end of this Agreement, in which case we may need to block online and mobile access to your account until new log-in credentials are established.**

**You agree that any transaction that would otherwise require two or more signatures will not apply to online banking services.**

Contact us during normal customer service hours at a number listed at the end of this Agreement if:

- You would like to change, disable, or revoke your password; or
- You believe that your password or other means to access online banking services has been lost or stolen; or
- You believe that someone may attempt to use online banking services without your consent or has transferred money without your permission.

### **TRANSFER POSTING**

Transfers entered in our online banking services on or before 7:00 P.M. Eastern time on any business day will be posted on the same day. Transactions entered in our online banking services on weekends, federal holidays or after 7:00 P.M. Eastern time on a business day will be posted by the end of the next business day.

You may cancel or edit your account transfer instructions (including recurring transfers) established through our online banking services or you may call us at a number listed at the end of this agreement. You may only cancel or edit your account transfer before your transfer begins processing. **Once we have begun processing a transfer it cannot be cancelled or edited.**

### **LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If we do not complete a transfer to or from your account on time and in a 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 make the transfer.
- If you have an overdraft line, and the transfer would go over the credit limit.
- If circumstances beyond our control such as interruption of telecommunication service, catastrophic or emergency conditions, or a natural disaster (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds are subject to legal process or other encumbrance restricting the transfer.
- There may be other exceptions stated in this Agreement or our other agreements with you.

Except as expressly required by these terms or otherwise required by law, we will not be liable for any losses or damages resulting from:

- Deficiencies in your computer hardware or software or in your ability to care in using them, or
- Problems relating to your access to the internet.

### **PERFORMANCE OF SOFTWARE AND ONLINE BANKING SERVICES**

IN NO EVENT SHALL WE BE LIABLE TO YOU, AND YOU AGREE TO RELEASE AND HOLD US HARMLESS, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE ONLINE BANKING SERVICES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY ONLINE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. WE MAKE NO WARRANTY REGARDING THE EQUIPMENT OR SOFTWARE; WITHOUT LIMITING THE FOREGOING, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY ONLINE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ONLINE BANKING SERVICES OR TECHNOLOGY WILL BE CORRECTED.

In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, public keys or other means of identification. You further agree to protect your network and hardware by means of anti-virus, anti-spyware, and firewall software. You agree to enforce the physical protection of equipment which accesses your network by means of security measures such as, locking any computer which is unattended and limiting network and system access by user responsibility. We reserve the right to block access to the online banking services to maintain or restore security to our site or systems if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s).

### **SECURITY**

We work hard to make our online banking services secure. We will employ such security measures as in our reasonable judgement are appropriate to secure our online banking services. You will not use our online banking services for unauthorized purposes. We may monitor and audit transactions made through our online banking services.

In order to maintain secure communications and reduce fraud, you agree to protect the security of your information. You further agree to protect your network and computer hardware by means of anti-virus, anti-spyware, and firewall software. You agree to enforce the physical protection of equipment which accesses your accounts by means of security measures such as, locking any computer which is unattended and limiting physical access. We reserve the right to block your access to online banking services to maintain or restore security to our site or systems, if we reasonably believe your access has been or may be obtained or is being used or may be used by an unauthorized person(s).

### **REPORTING UNAUTHORIZED TRANSACTIONS**

**If you believe that an unauthorized transaction has been made from your account you must immediately contact us. You may notify us in writing, or by visiting a banking center; our contact information is listed at the end of this Agreement. Contacting us immediately will help you reduce possible losses.**

#### **Consumer Accounts**

If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, 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 you 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 a hospital stay) kept you from telling us, we will extend the time periods.

#### **Business Accounts**

We may process any instructions which are submitted using your online credentials and such instructions are effective even if not transmitted or authorized by you. You agree to maintain appropriate accounting and auditing procedures to protect your Business

Accounts from intentional or negligent misuse. You agree to promptly review all paper and electronic statements, notices, and transaction information made available to you and to report all unauthorized transactions and errors immediately. You may not be liable for unauthorized transactions as long as you report any unauthorized transactions within 24 hours from the posting of the alleged unauthorized transaction.

## **ERROR RESOLUTION NOTICE**

### **Consumer Accounts**

In case of errors or questions about Consumer Account transactions related to any online banking service (including transfers that involve a Consumer Account) please contact immediately by calling, writing, or visiting a banking center location; our contact information is listed at the end of this Agreement or on our website. (jcbank.com)

If you believe that your statement or transaction history is incorrect or you need more information about any transaction listed on the statement, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You must:

- Provide your name and affected account number;
- Describe the error or transaction you believe to be in error, and explain as clearly as you can why you believe it is an error or why you need more information; and,
- Provide the dollar amount of the suspected error.

If you provide an error resolution notice verbally, we may require that you send your question or complaint in writing within ten (10) business days after your verbal notification. 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) business days to investigate the complaint or question. (90 days if the transfer involved a new account, a point-of sale transaction, or a foreign-initiated transfer) If we decide to do this, we will provisionally credit your account within ten (10) business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you may have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. If we determine there were no errors; we will mail you a written explanation within three (3) business days after we complete the investigation. You may ask for copies of documents which we used in our investigation. We may revoke any provisional credit provided to you if we find that an error did not occur. We have no liability to re-credit a customer's account if we are not notified within the times specified in this section.

### **Business Accounts**

In case of errors or questions about any Business Account transactions related to any online banking service, please contact us as soon as possible. You may also report errors by calling, writing, or visiting a banking center location; our contact information is listed at the end of this Agreement.

## **STOP PAYMENT REQUESTS**

In using online banking services to request stop payments, YOU MAY ONLY STOP SUCH PAYMENTS AS PROVIDED IN THIS AGREEMENT. We are entitled to a reasonable period to act upon any stop payment request and may not have an opportunity to act on any stop payment request after a payment has been processed. The charge for each stop payment request will be the current charge for such service as disclosed in the Consumer or Business Fee Schedule for your account. Our ability to process a stop payment request will depend on the payment method and whether or not final payment has been made.

### **Paper Payments**

If the payment was made by a paper check issued on your behalf, **and the paper check is still outstanding**, it may be possible to stop the payment of this item by calling us at a number listed at the end of this Agreement or requesting a stop payment using online banking services.

If the payment was made by a paper check issued on your behalf, **and we have already paid the check**, then it is **not** possible to stop the payment of the item.

Requests to stop preauthorized payments, recurring payments, or transfers cannot be processed using online banking services. You may request stop payments for these item types by calling or visiting a banking center location; our contact information is listed at the end of this Agreement.

## **ACCOUNT ALERTS**

You may establish account alerts for most of your accounts. You are responsible for contacting us with any changes to the email address or text message number you have designated for purposes of receiving account alerts. Message and data rates may apply and the message frequency depends on the alert settings you select.

Account alerts will be sent each day, at various times, when transactions occur that meet your specified criteria. You understand and agree that account alerts may not be sent on a "real time" basis and may be sent at the next scheduled delivery time after the specified transaction event occurs. We reserve the right to change the frequency or timing of account alerts.

Account alerts are for informational purposes only and are not intended to replace your account statements or any other communications we may provide to you regarding your account(s).

**Account alerts may be delayed (or not delivered) if your access device is not in range of a cellular, data, or internet connection, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond our control (or the control of your internet service provider or wireless carrier) may interfere with message delivery. You agree to release and hold our service providers and JCBank harmless from liability for any errors or delays in providing account alerts or for any actions taken in reliance thereon.**

## **THIRD-PARTY AGGREGATION SERVICES**

Some third-party companies offer aggregation services that allow you to consolidate your financial account information from a variety of sources so that you can view your various accounts at a single online location. These aggregator services may require you to provide personal identification information including specific account information and log-in credentials. By providing your log-in credentials to an aggregation service you authorize that aggregation service to access your account which may include initiating transfers to or from your account. Please use caution when providing personal information and log-in credentials to aggregation services and you should read and fully understand the aggregator's privacy and security policies before sharing any personal information with the aggregation service.

**Any use of a third party aggregator site is at your own risk. If you elect to provide your log-in credentials or other information about your accounts to an aggregation service (or other third party), you are responsible for the use of your account or the disclosure of any personal information by the aggregation service (or third party). Please see the section titled "Protecting Your Log-In Credentials" for more information. Should you decide to revoke any access you have given to an aggregation service, you must contact us at a number at the end of this Agreement, in which case we may need to block online and mobile access to your account until we issue new log-in credentials.**

## **ELECTRONIC STATEMENTS AND NOTICES**

You have the right to receive a paper statement for any account that you access electronically and you may elect to electronically access account statements and notices ("**eStatements**") as detailed below. Your selected documents will be delivered to your online banking service and will be presented in a format that you can view online, save to your computer, or print at your convenience.

**Once you enroll in the electronic presentment of any document and agree to the additional eStatement Terms and Conditions, you will no longer receive paper versions of the selected documents unless you specifically request it.**

## **ALTERATIONS AND AMENDMENTS**

This Agreement and any referenced Fee Schedules may be altered or amended by JCBank from time to time. In such event, JCBank shall send notice to you at your address as it appears on our records. Any use of online banking services after we send you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related material and limit access to the JCBank's more recent version.

## **TERMINATION OR DISCONTINUATION**

In the event you wish to discontinue online banking, you must contact JCBank's eServices Department. Such notice of service discontinuance must be supplied ten (10) business days prior to the actual discontinuance date and must be sent to the address provided at the end of this Agreement. JCBank may terminate online banking services at any time and/or revoke your right to use online banking services. If you do not use the services for any six-month period, we reserve the right to discontinue your service without notice to you. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement.

## **DISPUTES**

In the event of a dispute regarding the online banking service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and JCBank, which supersedes

any proposal or prior agreement, oral or written, and any other communications between you and JCBank relating to the subject matter of this Agreement. If there is a conflict between what an employee of JCBank says and the terms of this Agreement, the terms of this Agreement will prevail.

### **DISCLOSURE OF INFORMATION TO THIRD PARTIES**

It is JCBank's general policy to treat your account information as confidential. For details and a complete copy of our Customer Privacy Policy visit our website at [www.jcbank.com](http://www.jcbank.com) or contact us at a number listed at the end of this agreement.

### **DELAYS/FORCE MAJEURE**

The obligations of JCBank shall be suspended to the extent and for so long as performance is hindered or prevented on account of labor disputes, war, riots, civil commotion, acts of God, fires, floods, failure of suppliers and/or subcontractors to perform, failure of power, restrictive governmental law and/or regulations, storms, accidents or any other cause which is reasonably beyond the control of JCBank.

### **OTHER DOCUMENTS AND AGREEMENTS**

You agree that nothing in this agreement waives, alters, modifies or cancels any rights accorded JCBank in its other documents, and that all prior agreements remain in full force and effect.

### **ASSIGNMENT**

You may not assign this Agreement to any other party. JCBank may assign this Agreement to any successor or affiliated company. JCBank may assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

### **NO WAIVER**

JCBank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by an authorized JCBank representative. No delay or omission on the part of JCBank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the state of Indiana, without regard to its conflicts of law provisions.

### **CAPTIONS**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

### **LIMITATION OF LIABILITY**

IN NO EVENT SHALL WE BE LIABLE TO YOU, AND YOU AGREE TO RELEASE AND HOLD US HARMLESS, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF , INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY ONLINE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

### **EXCLUSIONS OF WARRANTIES**

ONLINE BANKING SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS". JACKSON COUNTY BANK DISCLAIMS ANY AND ALL WARRANTIES, OF ANY KIND OR NATURE, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY ONLINE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ONLINE BANKING SERVICES OR TECHNOLOGY WILL BE CORRECTED

### **CONTACT US**

You may contact us by writing us at the address below, or by contacting us at a phone number below. Keep in mind that we may not immediately receive electronic messages that you send and we will not take action on your electronic messages until we actually receive it and have a reasonable time to act. If you need immediate assistance, or you would like to report an unauthorized transaction, please call us at a number below.

**By Phone**

**JCBank Toll Free**

**800-204-6477**

Monday – Friday 8:00 a.m. to 5:00 p.m. Eastern time

**By Mail**

Jackson County Bank  
C/O eServices Department  
P.O. Box 1001  
Seymour, IN 47274

**Online**

[www.jcbank.com](http://www.jcbank.com)