

Carroll County Trust Company

Online and Mobile Banking Policy

CARROLL COUNTY
TRUST COMPANY



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INTRODUCTION

Welcome to Carroll County Trust Company Online and Mobile Banking. The Carroll County Trust Company Online and Mobile Banking Agreement (“**Agreement**”) governs the use of all online and mobile banking services (“**Online Service(s)**”) available on a computer through a traditional internet connection at www.cctconline.com, on a mobile device through a mobile browser, or through our mobile banking application available on Android or iOS. There may be additional Online Services that are not specifically described in this Agreement and we reserve the right to add or eliminate Online Services. Finally, the availability of select Online Services may be limited by your access method or access device.

This Agreement is revised periodically and it may include changes from earlier versions. By accessing your account and engaging in Online Services, you agree to the most recent version of this Agreement, which is available to you online at www.cctconline.com, on our mobile application, or at your local Carroll County Trust Company branch. You may also request a copy by calling us at a number listed at the end of this Agreement. Please read this Agreement carefully and keep it for future reference. You may withdraw your consent at any time by contacting us at a number listed at the end of this agreement and discontinuing your use of Online Services.

This Agreement provides the terms and conditions that apply to your use of the various Online Services and is in addition to other account agreements and disclosures. For example, when you access your deposit account online, the terms and conditions of your deposit account agreement do not change and continue to apply. If, however, there is a conflict between this Agreement and the terms and conditions of any disclosures or agreements that specifically address Online Services, this Agreement will control in resolving those inconsistencies.

If you have any questions, please call us. **Our most commonly used phone numbers are printed at the end of this Agreement.**

DEFINITIONS

The following definitions apply in this Agreement except to the extent any term is separately defined elsewhere in this Agreement.

- The words “**we**,” “**our**,” and “**us**” mean **Carroll County Trust Company (“CCTC”)**, a State banking corporation, its affiliates, successors, and assigns.
- The words “**you**” and “**your**” mean each account owner and anyone else with access to the account to perform the transactions or receive the services covered by this Agreement. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.
- “**Business Days**” include Monday through Friday. The Federal Reserve Bank holidays are not included.
- “**Consumer**” means a natural person, and does not include a corporation, limited liability company, or other entity.
- “**Eligible Account**” means a CCTC consumer or small business deposit account (i.e. checking or savings) or a CCTC consumer or small business loan or line of credit.
- “**Service Providers**” means CCTC, its affiliates, any processor, or other third party that we have engaged to provide remittance capabilities, equipment, or other services in connection with any Online Service. This includes any agent, independent contractor, or subcontractor of any of the foregoing. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

GETTING STARTED

ELIGIBILITY

To use the Online Services, you must:

- Be a CCTC customer with an Eligible Account;
- Establish and maintain valid log-in credentials (including a personal ID and password) for Online Services; and
- Maintain a valid e-mail address;

Use of certain Online Services may require additional accounts or other eligibility requirements described herein.

YOUR RESPONSIBILITY

Providing Personal Information

Your enrollment in Online Services may not be fulfilled if we cannot verify your identity or other necessary information. You agree to provide accurate and complete information about yourself and you agree not to misrepresent your identity. It is your sole responsibility, and you agree, to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes can be made online or by calling us at a number listed at the end of this Agreement. All changes made are effective immediately. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate account or contact information.

No Illegal Use

You may use Online Services (including CCTC web sites and mobile applications) for lawful purposes only. You agree not to use any Online Service to conduct any business or activity or solicit the performance of any activity prohibited by law or any contractual provision by which you are bound. You agree to comply with all applicable laws, rules and regulations in connection with Online Services. You certify that you are 18 years of age or older or otherwise able to lawfully enter into contracts under applicable law.

Equipment

You are responsible for and must provide all telephones, mobile devices, computers, and/or other equipment, software (other than any software provided by us), and services necessary to access Online Services. If using a computer, you will need Adobe Acrobat Reader version 11.0.08 (or higher) to view, print and/or save your online statements. The latest version of Adobe Reader is available for free at www.adobe.com. You are solely responsible for scanning your hardware and the software for computer viruses and other related problems before you use them.

CELLULAR PHONE CONTACT POLICY

By providing us with any telephone number used for a mobile or other wireless device now or in the future, including a number that you later convert to a cell phone 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 our affiliates and agents regardless of the purpose of the communication. Calls and messages may incur access fees from your cellular provider.

You have the ability to update your contact information and manage your communication preferences at any time by visiting us at a branch, logging in to your account online at www.cctconline.com, or by calling us at a number at the end of this Agreement. Please see the CCTC Privacy Policy to learn more about how we use and share your information.

Consent to Receiving Text Messages and Other Communications

By providing us with your cellular phone number, you expressly consent to receiving text messages related to the specific Online Services that use such functionality. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your mobile device is lost or stolen, you agree to update your information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

PRIVACY

Protecting your privacy is important to us. We will gather and disclose personal information about you only as allowed by law. All information gathered from you in connection with using Online Services will be governed by the provisions of the CCTC Privacy Policy. Personal information about you will be used for the purpose of engaging in Online Services as well as for CCTC's internal purposes (i.e., aggregate demographic analyses, internal marketing studies and statistical analyses). Unless you exercise the option to prohibit sharing information with our financial partners as described in the CCTC Privacy Policy, personal information about you may be used to determine your eligibility for financial products and services that may be offered by CCTC and its financial partners. We may also disclose information to third parties about your account or the transactions you make in accordance with the law as outlined in the CCTC Privacy Policy.

Monitoring and Recording Communications

You understand and agree that we may monitor and/or record any communications between you and us for quality control and other permitted business purposes. You also understand and agree that this monitoring or recording may be done without any further notice to you or anyone acting on your behalf.

Location Based Information

If you use any location-based feature of any Online Service (such as our ATM locator on a mobile device) you agree that your geographic location and other personal information may be accessed and disclosed through the application or service. If you wish to revoke access to such information you must cease using location-based features of the application or service. Please see the CCTC Privacy Policy to learn more about how we use and share your information.

FEES AND CHARGES

There may be additional fees and charges for select Online Services; these fees are described within the user interface (online or within the mobile application), on our website, in your account disclosures, or in this Agreement. Fees and charges may be changed at our sole discretion. You agree to pay all such fees and charges associated with Online Services and authorize us to deduct the calculated amount from your CCTC account(s).

Existing fees and charges associated with your CCTC account(s) will continue to apply.

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.

MOBILE BANKING SOFTWARE LICENSE

You may access Online Services on a mobile device by using our mobile banking application available on Android or iOS. We reserve the right to modify the scope of Online Services available on our mobile application at any time and you agree that some or all of the Online Services may not be accessible or may have limited utility.

Subject to your compliance with this Agreement, you are hereby granted a personal limited license (“**License**”) to download, install and use the mobile banking application software (“**Software**”) on your mobile device within the United States and its territories.

This License shall be deemed revoked immediately upon:

- The termination of your enrollment in Online Services in accordance with this Agreement;
- Your deletion of the Software from your mobile device;
- Your noncompliance with this Agreement; or
- Written notice to you at any time, with or without cause.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your mobile device if you have not already done so.

This License does not amend or supersede any agreements you may have with your mobile service provider. You understand that those agreements may provide for fees, limitations and other restrictions which might impact your use of the Software (for example, your mobile service carrier or provider may impose data usage or text message charges for downloading the Software, receiving or sending mobile banking text messages, or other use of your mobile device when using the Software), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that your mobile service provider is responsible for its products and services and it is responsible for the operation, security, functionality or availability of any mobile device or mobile network which you utilize to access the Software.

ONLINE AND MOBILE BANKING SECURITY

As a CCTC customer engaging in Online Services, you have chosen a personal ID and password which allows you access Online Services. Information you provide in connection with Online Services will be stored on secure CCTC servers and protected by advanced encryption techniques. These commercially reasonable security measures are intended to keep your important information secure and to prevent unauthorized access. Effective security; however, is partly contingent upon your responsible behavior in protecting your personal ID and password for Online Services. Please use maximum caution in protecting your personal ID and password.

PROTECTING YOUR CCTC PERSONAL ID AND PASSWORD

You are responsible for keeping your personal ID and password confidential. You are also responsible for ensuring that you have logged out when your online banking session is complete to prevent unauthorized persons from using Online Services.

If you give anyone access to your personal ID and password, you agree that each person will be acting as your agent and on your behalf and will be bound by this Agreement and any separate agreement governing your account. Any arrangements between you and such other person are strictly between you, and we are not liable for such other person's access or actions. We may rely and act on all instructions received via our web sites using your personal ID and password, and all transactions performed, even if not intended by you, are considered transactions authorized by you. You agree that any transaction that would otherwise require two or more signatures will not apply to Online Services.

Contact us 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 Services has been lost or stolen; or
- You believe that someone may attempt to use Online Services without your consent or has transferred money without your permission.

REPORTING UNAUTHORIZED TRANSACTIONS

If you believe that an unauthorized transaction has been made from your account you must immediately contact us at the number listed at the end of this Agreement. You may also notify us in person at any CCTC branch or by writing us at any address listed at the end of this Agreement. Contacting us right away will help you reduce possible losses.

Consumer Accounts

You will not be liable for unauthorized transactions as long as you report any unauthorized transactions within sixty (60) days of when we first deliver a statement to you that discloses an unauthorized transaction. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion, extend the period.

Business Accounts

The provision for consumer liability described above does not apply to business accounts. Business account customers (i) agree that we may process all payment instructions which are submitted and that such instructions are effective even if not transmitted or authorized by the customer, (ii) agree to maintain appropriate accounting and auditing procedures to protect their accounts from intentional or negligent misuse, and (iii) agree to promptly review all paper and electronic statements, notices, and transaction information made available to them 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.

In this Agreement, "business account" means (1) any account established by a sole proprietor, corporation, partnership, limited liability entity, or any other business entity, or (2) any account established for other than primarily personal, family, or household purposes.

ERROR RESOLUTION

Consumer Accounts

In case of errors or questions about your transactions related to any Online Service, please contact us as soon as you can by calling one of the numbers listed at the end of this Agreement, writing to us at CCTC, P.O. Box 187, Carrollton, MO 64633, or visiting any CCTC Bank branch.

If you think your statement or transaction history is incorrect or you need more information about any Online Service transaction listed in your deposit statement or transaction history, 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:

- Tell us your name and account number;
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) Business Days after your oral 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. However, if we require more time to confirm the nature of your complaint or question, we may take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within five (5) Business Days for the amount you think is in error so that you will have use of the money during the time that it takes us to complete our investigation. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account. For errors involving new accounts, we may take up to ninety (90) days to investigate your question and we may take up to twenty (20) Business Days to credit your account for the amount you think is in error. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of documents used in our investigation.

Business Accounts

In case of errors or questions about your transactions related to any Online Service, please contact us as soon as you can by calling the CCTC at a number listed at the end of this Agreement, writing to us at CCTC, P.O. Box 187, Carrollton, MO 64633, or visiting any CCTC Bank branch.

ACCOUNT MANAGEMENT

ACCOUNT ACCESS

All of your Eligible Accounts are automatically associated with your online profile and you may access account information for any of your Eligible Accounts via Online Services. You can also download and view account information such as the transactional history and available account balances of your Eligible Accounts.

The account information listed on the account summary screen is not a substitute for your official CCTC periodic account statement or other bank correspondence. Any legal notices that normally accompany your mailed statement will either continue to be mailed under separate cover or delivered to you electronically in accordance with your account preferences.

You should always exit online banking after you finish viewing your accounts. Never leave your computer unattended while accessing online banking. If you should, a third party may be able to access your accounts from your terminal, without ever needing to use your password.

You may access the accounts through www.cctconline.com 24 hours a day, seven days a week, except that we may perform regular maintenance on our systems or equipment, which may result in errors or interrupted service. We cannot guarantee that we will be able to provide notice of such interruptions, although we will attempt to provide such notice.

DATA SYNCHRONIZATION

We make every effort to ensure that your use of any of the Online Services is synchronized between the various access methods. For example, if you make a payment using Bill Pay on your mobile device, that transaction should appear on your Bill Pay payment history when accessed from a computer. There are some rare instances, however, where the information available through the Online Services may be delayed or different from the information that is available within the various Online Services access methods or at a traditional branch location (and vice versa). Additionally, some information available at a branch location may not be immediately available via Online Services, or it may be described using different terminology. In the event of any discrepancies, the account information provided at a branch location controls. You agree that neither we nor our service providers will be liable for any errors or delays in the content provided through the Online Services, or for any actions taken in reliance thereon.

TRANSFERS BETWEEN ASSOCIATED ACCOUNTS

Introduction

You may transfer funds between your associated Eligible Accounts and make payments on your associated loans and lines of credit. In most cases, you may transfer funds from deposit accounts in which you have an unrestricted right to withdraw funds and credit accounts in which you have an unrestricted right to borrow money.

Types of Transfers

Cash Advances— You may initiate a cash advance from any linked credit product to your associated deposit account.

Funds Transfers— You may initiate a one-time or a recurring transfer of funds between any associated deposit accounts, such as checking, savings, or money market deposit accounts.

Make a Payment— You may make a payment from an eligible deposit account to an associated loan or line of credit.

Authorization

You authorize us to withdraw, debit, or charge the funds from your designated account in order to complete all of your requested transfers and payments. When you use Online Services to make transfers from credit accounts, you agree that we may take any action required to obtain cash advances on your behalf, including charging your linked credit account without your signature. Each transfer made from a credit account is treated as a cash advance from that account and is subject to the terms of your Credit Agreement.

When you have entered and transmitted a payment instruction, you authorize us to reduce the designated account accordingly. If there are insufficient funds in the designated account to make payments you have authorized, we may either refuse to make the payment or we may make the payment and thereby overdraw the designated account. In either event, you are responsible for any non-sufficient funds (NSF) or overdraft charges that we may impose. We reserve the right to refuse to honor payment instructions that reasonably appear to be fraudulent or erroneous.

Limitations of Transfers Between Accounts

Timing – The daily cutoff time for electronic transfers between accounts is 3:00 p.m. (CST) on Business Days. Any electronic transfer between accounts initiated after the daily cut off time will be posted to the account on the opening of the next Business Day.

Transaction Limits – 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 account cycle. This includes withdrawals made by check or draft to third parties; debit card point-of-sale (POS) purchases; and pre-authorized withdrawals such as automatic transfers for overdraft protection and transfers made by telephone, online banking, mobile banking, bill pay, wire and facsimile. Withdrawals and/or transfers exceeding the six per account cycle allowance will result in an excessive withdrawal fee per transaction (refer to your account disclosures for your deposit account). Withdrawals and transfers made in person at a CCTC branch or at an ATM are not included in the limit of six per account cycle.

We reserve the right to limit the frequency and dollar amount of transactions from your accounts for security reasons.

Posting, Availability & Time of Transfers – If you initiate a transfer or loan payment of **available funds** on or before three (3) p.m. CST on a business day, the transfer or payment will be posted to the account on the same business day. If you initiate a transfer or payment other than before three (3) p.m. CST on a business day, the transfer will be posted on the next business day. Transferred funds will be available for withdrawal on the business day following the business day the transfer is posted to the account.

ONLINE STATEMENTS

Introduction

You may elect to receive account statements electronically for any Eligible Account as detailed below. Your selected documents will be available online (accessed by logging in to your account) in a format that you can view online, save to your computer, or print at your convenience. You will receive an e-mail notification when the statement is available. You will also begin to build a two (2) year electronic document history that may be accessed at any time online.

Once you enroll in the electronic presentment of any document, you will no longer receive paper versions of the selected documents and you agree that any electronically presented document will not be mailed to you unless you specifically request it. To request a paper copy of any disclosure, notice or other document, contact us at a number at the end of this Agreement. Copies of important account notices and tax statements will be mailed at no charge. Copies of previously issued account statements, copies of checks, or other account specific items may carry a fee (please see your account opening disclosure or call us at a number at the end of this Agreement for more information).

Account Notices and Tax Statements

You will receive important account notices and tax statements (i.e. overdraft notices, 1099 INT statements, etc.) associated with your Eligible Accounts in the mail.

Account Statements

You will receive an account statement on a monthly basis unless there are no account transactions in a particular month. In any case, you will receive a statement at least quarterly for any account that you electronically access.

Each account must be separately enrolled for Online Statements and any account owner may register to receive Online Statements for accounts in which he or she has an ownership interest. If an account has multiple owners, the registered account will no longer appear on any paper statement but it will be available to all owners who have online account access. If you are currently receiving information for multiple accounts on your paper statement, please be aware that you will now begin to receive a separate Online Statement for each account that you register; summary information for CDs, loans, and lines of credit will no longer appear on your statement.

Consumer and Small Business Checking, Savings and Money Market accounts – Online Statements will be available at the same frequency as paper statements; generally, this means that you will receive a monthly statement online for checking and money market accounts and a quarterly statement for standard savings accounts.

You understand and agree that by enrolling in Online Statements, you will no longer receive a paper account statement by mail and the registered account will no longer appear on any combined paper statements.

Managing Your Delivery Preferences

Your delivery preferences for Online Statements may be managed by logging in to your profile or by calling us at a number at the end of this Agreement. If you opt-out of any electronically presented statement, the next available statement will be mailed to you at the address we have on file. Statements that were presented online will not be mailed to you. Any accounts that were previously combined on your paper statement will have to be re-combined by request at your local branch or by calling a number listed at the end of this Agreement.

If you close an account, you will no longer be able to view the closed account online and your final account statement will be produced on paper and mailed.

Limitations

Online Statements are only available when logged on at www.cctonline.com and may have limited functionality if accessed from a mobile device.

Electronic Mail Service

You may use CCTC online banking to send electronic mail (“e-mail”) to us and to receive e-mail from us. The e-mail service may not be used to make bank transfers between accounts or to make bill payments from an account. E-mail transmitted by you to us via CCTC online banking often will not be delivered to us immediately.

If you need to contact us immediately to stop payment, to report an unauthorized use of your Password, to report unauthorized access to an account, or for any other reason, you should call us at the number listed at the end of this agreement.

We will not be responsible for acting on or responding to any e-mail request made through CCTC online banking until we actually receive your e-mail message and have a reasonable opportunity to act. You should check your e-mail regularly; we will attempt to notify you by e-mail in the event of any technical difficulties or other occurrence that may affect your use of CCTC online banking.

FEATURED ONLINE SERVICES

BILL PAY

Introduction

Bill Pay is a bill payment service which allows you to pay bills online. Through Bill Pay, you can:

- Make one time or pre-authorized automatic recurring payments to a person or business (a **“Payee”**) in the United States,
- Establish and manage electronic billing; and,
- Review, change, and cancel payments.

When you use Bill Pay, you must designate the account from which we are to make payment (the **“Designated Account”**). A Designated Account must be either a checking account because federal regulations require us to limit the number and types of transfers from money market and savings deposit accounts. When you issue a payment instruction through Bill Pay, you authorize Bill Pay to debit your Designated Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the scheduled payment date designated by you.

The use of Bill Pay does not alter your liability or obligations that currently exist between you and your billers.

Bill Pay is intended for use only by individuals and sole proprietors. Other types of legal entities (partnerships, LLCs, corporations) are not permitted to use the Bill Pay service.

Your Responsibility

You are responsible for all bill payments you authorize using Bill Pay. If you permit other persons to use Bill Pay, you are responsible for any transactions they authorize from your accounts. In any case, you are responsible for ensuring the accuracy of all Payee information.

Our Responsibility

We are responsible for your actual losses that are directly caused by our failure to initiate or cancel an electronic fund transfer according to your properly entered and transmitted instructions. However, we will not be liable:

- If you do not have adequate funds in an account to complete a transaction from that account, or if that account has been closed, or if withdrawals from any of your accounts have been prohibited by a court order such as a garnishment or other legal process.
- If you have not properly followed the instructions on how to make a bill payment, or if your computer fails or malfunctions, or if Bill Pay was not working properly and this problem should have been apparent to you when you attempted to authorize a bill payment.
- If you have not given us complete, correct, and current instructions so that we can make a bill payment.
- If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the Payee by the time it is due.
- If we make a timely bill payment but the Payee nevertheless does not credit your payment promptly after receipt, other than as provided in this Agreement.
- If circumstances beyond our control prevent us from making a payment. Such circumstances include delays or losses of payments caused by telecommunications outages, postal strikes, actions of third parties (such as Payees), equipment failures and acts of God.
- On Consumer accounts for any indirect, incidental, or consequential damages if our failure was not intentional and resulted from a bona fide error, notwithstanding procedures to avoid such errors. We have **NO LIABILITY FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES** associated with business accounts even if we have been advised of the possibility of such damages.

Payment Authorization and Payment Remittance

When you use Bill Pay, you agree that we may debit your Designated Account and pay checks that you have not signed. You authorize Bill Pay to credit your Designated Account for payments returned by the United States Postal Service, a Payee, or any payments remitted to you on behalf of another authorized user of Bill Pay.

When you have entered and transmitted a payment instruction, you authorize us to reduce the Designated Account

accordingly. If there are insufficient funds in the Designated Account to make payments you have authorized, we may either refuse to make the payment or we may make the payment and thereby overdraw the Designated Account. In either event, you are responsible for any non-sufficient funds (NSF) or overdraft charges that we may impose. We reserve the right to refuse to honor payment instructions that reasonably appear to be fraudulent or erroneous. In order to process payments more efficiently and effectively, Bill Pay may edit or alter payment data or data formats in accordance with Payee directives.

Your bill payments will not include your Payee's standard remittance slip. Some Payees may take more time to process your payment if the remittance slip is not included, and some payments sent without the remittance slip may be processed by your Payee at a different address. As a result, you should contact your Payees to determine the proper address and amount of lead-time for scheduling your payments.

Types of Payments

Single Payments – You may establish a one-time payment to any Payee located in the United States. Payments may be scheduled up to eighteen (18) months in advance.

Preauthorized Automatic Recurring Payments – You may establish a pre-authorized automatic recurring payment schedule (“**Payment Schedule**”) for any Payee located in the United States. When establishing your Payment Schedule, you must choose:

- The payment amount. The amount you authorize must be the same amount for each pay period with one exception; you may pre-authorize a different amount for the final payment of your Payment Schedule.
- The Designated Account
- The date of the first payment which must be scheduled at least five (5) business days prior to the due for the payment. The first payment may be scheduled to be initiated up to eighteen (18) months in advance.
- The frequency of the recurring payment (i.e. weekly, monthly, annually). If the recurring payment date falls on a weekend or holiday, it will be paid on the preceding Business Day.
- The duration of the Payment Schedule. You may choose to have your Payment Schedule terminate on a specific end date or after a specific number of payments. Alternatively, you may choose to have your Payment Schedule continue for up to ten (10) years or until you modify or cancel your pre-authorization.

Payment Scheduling

Timing – It is your responsibility to establish your single payments or your Payment Schedule in such a manner that your bills will be paid on time. The earliest possible payment date for each Payee will be designated within the application when you are scheduling the payment. When scheduling payments, you must select a scheduled payment date that is no later than the actual due date unless the due date falls on a non-Business Day. If the actual due date falls on a non-Business Day, you must select a scheduled payment date that is at least one (1) Business Day **before** the actual due date; payment instructions received on weekends or holidays will be considered received on the next Business Day. We are not responsible for delays caused by the United States Postal Service.

You are responsible for any late payment or finance charges that may be imposed as a result of your failure to transmit payment instructions in accordance with this Agreement.

Grace Periods – You must schedule payments to be made **on or before** the date each payment is due, rather than during any grace period after the due date. We are not responsible for any late payment or finance charges that may be imposed because you schedule a payment to be made after its due date.

Payment Methods

We reserve the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a “laser draft payment” (paper checks issued on your behalf). Funds remitted to the payee will be deducted from your Payment Account when the laser draft is presented to us for payment.

Unsuccessful Transactions

We will notify you if we are unable to complete the payment transaction because there are insufficient funds in your Payment Account.

Payment Cancellations

You may cancel or edit your payment instructions (including automatic recurring payments) through Bill Pay or by calling us at a number listed at the end of this Agreement provided you do so prior to 1:00 p.m. Central Standard Time on the business

day the payment is going to be processed.. There is no charge for canceling or editing your payment. You may only cancel or edit your payment instruction before your payment begins processing. Once we have begun processing a payment it cannot be cancelled or edited, therefore a stop payment request (as described at the beginning of this Agreement) must be submitted.

Returned Payments – In using the Bill Pay service, you understand that billers and/or the United States Postal Service may return payments for various reasons such as, but not limited to: biller's forwarding address expired; biller account number is not valid; biller is unable to locate account; or biller account is paid in full. We will use our commercially reasonable efforts to research and correct the returned payment and return it to your biller, or void the payment and credit your Payment Account.

Limitations of Bill Pay

Transaction Limits – 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 account cycle. This includes withdrawals made by check or draft to third parties; debit card point-of-sale (POS) purchases; and pre-authorized withdrawals such as automatic transfers for overdraft protection and transfers made by telephone, online banking, mobile banking, bill pay, wire and facsimile. Withdrawals and/or transfers exceeding the six per account cycle allowance will result in an excessive withdrawal fee per transaction (refer to the account opening disclosures for your deposit account). Withdrawals and transfers made in person at a CCTC branch or at an ATM are not included in the limit of six per account cycle.

We reserve the right to limit the frequency and dollar amount of transactions from your accounts for security reasons.

Payee Restrictions – You can only pay payees with United States addresses. While most payments can be made using Bill Pay, we reserve the right to refuse to make payments to certain payees. Tax payments and court ordered payments may not be scheduled through Bill Pay. In no event will we be liable for any claims or damages resulting from your scheduling of these types of payments. We have no obligation to research or resolve any claim resulting from your scheduling of these types of payments; all research and resolution for any misapplied, mis-posted or misdirected payments will be your sole responsibility.

Amount Restrictions – We limit the amount of each individual Bill Pay transaction to \$100,000.00.

Account Restrictions – Restricted accounts, including but not limited to: court ordered blocked accounts, accounts with administrative holds, and accounts that require two or more signatures may not be designated as a Payment Account. If a Payment Account later becomes a restricted account, you agree not to use that account to make payments and you agree to notify us of the change.

Inactivity - If you do not access or use the Bill Pay service for a period of more than ninety (90) days, we may in our sole discretion, terminate your access to and use of the Bill Pay service without notice to you.

Cancelling the Bill Pay Service

You may cancel the Bill Pay service at any time by notifying us of the cancellation either through Bill Pay or by calling us at a number listed at the end of this Agreement. If you cancel the Bill Pay service, you authorize us to continue making bill payments you have previously authorized until such time as we have had a reasonable opportunity to act upon your cancellation notice. Once we have acted upon your cancellation notice, we will make no further payments from your accounts, including any payments you have previously authorized.

We may terminate or suspend your use of the Bill Pay service at any time without prior notice to you. If we terminate or suspend your use of Bill Pay, we reserve the right to make no further payments from your accounts, including any transactions you have previously authorized. You agree that if either party terminates the Bill Pay service, you will cancel all automatic recurring payments you have previously authorized, and that if you fail to do so, you are responsible for such payments. If you only have one designated billing account, and that account is closed for any reason, we will automatically terminate your access to Bill Pay without notice to you, and upon such termination no further payments will be permitted.

Fees and Charges

For customers utilizing the “Bill Pay service”, a monthly fee of \$7.00 will be charged (debited) against your designated account. This fee will allow an unlimited number of bills to be paid each month using the Bill Pay service.

These charges will not be prorated for portions of a month and may be changed. You will be solely responsible for all tariffs, duties, or taxes imposed by any government or governmental agency in connection with any transfer made pursuant to this Agreement and for all telephone charges, internet access service charges, tools tariffs, and other costs for online sessions initiated by you.

ADDITIONAL TERMS AND CONDITIONS

TOOLS AND CALCULATORS; PERSONAL FINANCIAL MANAGEMENT SOFTWARE

Our Online Services may contain financial tools and calculators. We provide these tools and calculators as a service to you, for educational purposes only. We do not guarantee the accuracy of the tools or calculators or the results. We are not responsible for, and expressly disclaim all liability for, damages of any kind arising out of the use of the tools and calculators.

You may download certain transactional data for use with software tools and products created by parties that we do not own or control (“**Other Software**”), including but not limited to personal financial management software. If you install on your computer or use Other Software, you are responsible for obtaining any necessary license agreement with the provider of the Other Software. You agree and understand that you assume all risk of any Other Software that you install, download, or use, and that any information you enter into the Other Software may be accessed by unauthorized third parties as a result of your use of the Other Software. If you use the Other Software to transmit information, you and the Other Software provider are responsible for the security and confidentiality of that information.

THIRD PARTY CONTENT, SERVICES, AND LINKS TO OTHER INTERNET SITES

Our websites and Online Services may contain links to other web sites, merchandise and services provided, owned or operated by third parties. We provide these links as a service to you. The linked sites are not under the control of CCTC or its affiliates or subsidiaries, and we are not responsible for their availability or their content, products, services advertising or other materials available on the third-party sites. The links do not imply our endorsement or approval of material on any other site. Any third-party sites may have a privacy policy different from that of CCTC and may provide less security than our web sites. We strongly encourage you to read the third party's privacy policy before sharing any information with that third party.

All matters concerning other web sites, merchandise and services provided or operated by third parties are solely between you and the third party. We make no warranties or representations whatsoever with regard to any third party's websites, merchandise, or services. CCTC IS NOT RESPONSIBLE OR LIABLE TO YOU FOR ANY DAMAGES, LOSSES OR INJURIES OF ANY KIND ARISING OUT OF YOUR USE OF ANY THIRD PARTY'S WEB SITES AND THE MERCHANDISE AND SERVICES AVAILABLE ON THEM, OR ANY REFERENCE TO OR RELIANCE ON INFORMATION CONTAINED THEREIN. YOUR RIGHTS AND OBLIGATIONS WILL BE GOVERNED BY THE THIRD PARTIES AGREEMENTS AND POLICIES RELATING TO THE USE OF THEIR SERVICES.

INTELLECTUAL PROPERTY RIGHTS OF CCTC

All content connected with Online Services (i.e. our websites and mobile applications) are the exclusive property of CCTC, its licensors, and/or Service Providers and it is protected by copyrights and other intellectual property rights. You are permitted to use content delivered to you through the Online Services only on your personal use. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any technology, including, but not limited to, any software or other content associated with Online Services.

The trademarks, logos, and service marks displayed in connection with Online Services are the registered and unregistered trademarks of CCTC and/or its Service Providers. Under no circumstances may you use, copy, imitate, alter, modify or change these trademarks. Nothing contained on, in or otherwise connected with any Online Service should be construed as granting (by implication or otherwise) any license or right to use any trademark without the express written permission of CCTC or the third party, which has rights to such trademark, as appropriate.

All messages, suggestions, ideas, notes, concepts, know-how, techniques, data, applications, mail, and other information you may send to us through or regarding any Online Service (including but not limited to the CCTC web sites) shall be considered an uncompensated contribution of intellectual property to us and shall become our exclusive intellectual property. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called “moral rights” in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

ACCESSING ONLINE SERVICES FROM OUTSIDE THE UNITED STATES

We do not make any representations that any content or use of any Online Service is appropriate or available for use in locations outside of the United States, and accessing Online Services from territories where any content or use of any Online Service is illegal is prohibited by CCTC. If you choose to access Online Services from locations outside the United States, you do so at your own risk and you are responsible for compliance with local laws.

EXPORT CONTROL

You acknowledge that your use of Online Services is subject to the United States government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of Online Service and any associate software. You agree that you will not directly or indirectly use, export, re-export, or transfer any Online Services except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Online Services in any embargoed or sanctioned country such as Cuba, Iran, North Korea, Sudan, and Syria.

CHANGES IN TERMS OF USE

We may assign this Agreement to any affiliate, parent or other company. We may also assign or delegate certain of its rights and responsibilities under this Agreement to such third parties as we may elect upon notice to you whereupon we shall be released from any and all further liability or responsibility related thereto.

We reserve the right to modify this Agreement at any time. Any modifications shall be effective when they are communicated in any way, including posted on the internet or mailed to you. You will be notified in accordance with applicable law when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used. Notification will either be mailed under separate cover or delivered to you electronically online or via e-mail. YOUR CONTINUED USE OF ONLINE SERVICES MEANS THAT YOU AGREE TO THE CHANGES. IF YOU DO NOT AGREE TO THE CHANGES, YOU MUST NOTIFY US OF YOUR DISAGREEMENT, AND WE WILL TERMINATE YOUR ACCESS TO ALL ONLINE SERVICES.

DELAY OR SUSPENSION OF SERVICE

Without limiting any other provision of this Agreement, if we or any other Service Provider reasonably believes that your conduct in using any Online Service constitutes a **“Threatening Condition”** (including but not limited to, violation of this Agreement, violation of any applicable laws, rules, regulations or industry standards, or otherwise poses a threat to any system, equipment, process, intellectual property, or the reputation of us or any Service Provider, we or any such Service Provider may provide you with a notice to cease the Threatening Condition. If, in the reasonable and good faith determination of us or any Service Provider, the Threatening Condition poses an imminent or actual threat (including regulatory investigation, inquiry or penalty) to us or any Service Provider or its systems, equipment, processes, or intellectual property, you agree that we or any other Service Provider may suspend any and all use of any Online Service without notice.

TERM AND TERMINATION

We may terminate all or part of this Agreement and your use of any or all Online Services for any reason and at any time with or without prior notice as the law requires. You agree that you will immediately stop using Online Services upon our request.

You may cancel your usage of Online Services and terminate this Agreement by **CALLING US AT A NUMBER LISTED AT THE END OF THIS AGREEMENT**.

All applicable provisions of this Agreement shall survive termination by either you or us, including, without limitation, provisions related to intellectual property, warranty disclaimers, limitations of liability, and indemnification.

NO WARRANTIES

Neither CCTC nor any of its subsidiaries, affiliates, or Service Providers represents or warrants the accuracy, adequacy, completeness or timeliness of Online Services, including but not limited to the information, materials, products and services on our web sites or the error free use of our web sites. All Online Services, including but not limited to our web sites and all information, materials, products and services provided through our web sites, are provided **“As Is”** and **“As Available”** without warranty of any kind, either express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, non-infringement and freedom from a computer virus.

In the event of a system failure or interruption, your data may be lost or destroyed. Any transactions that you initiated or were in the process of completing or completed before a system failure or interruption should be verified by you through means other than Online Services to ensure the accuracy and completeness of those transactions. You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transactions so affected.

LIMITATION OF LIABILITY; INDEMNIFICATION

In no event will CCTC or any of its affiliates, contractors, or their respective officers, directors, employees, consultants, agents, other Service Providers or licensors be liable under any contract, tort, negligence, strict liability or other claim for any direct, indirect, incidental, special, consequential or exemplary damages, including, without limitation, damages for loss of profits, goodwill, use, data or other intangible losses (even if advised of the possibility of such damages) whether caused by or resulting from (i) the use or the inability to use any Online Service; (ii) any failure of performance, error, omission, interruption, delay in operation or transmission, computer virus, loss of data, theft, destruction, or unauthorized access to your

information; (iii) errors, inaccuracies, omissions, or other defects in information or content provided by, contained within, or obtained through any Online Service, or (iv) any other failure, action, or omission, and regardless of whether arising under breach of contract, tortious behavior, negligence or under any other theory or cause of action.

You agree to indemnify, defend and hold CCTC and its affiliates, officers, directors, employees, consultants, agents, other Service Providers and licensors harmless from any and all third party claims, actions, liability, damages and/or costs (including but not limited to reasonable attorneys fees) arising from (a) a third party claim, action or allegation of infringement, misuse or misappropriation based on information, data, files or other materials submitted by you to or through any Online Service; (b) any fraud, manipulation or other breach of this Agreement by you; (c) any third party claim, action or allegations brought against CCTC arising out of or relating to a dispute with you over the terms and conditions of an agreement or related to the purchase of sale of any goods or services; (d) your violation of any law or rights of a third party; or (e) your use of the provision of any Online Service or use of your account by any third party. CCTC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with CCTC in asserting any available defenses. You will not settle any action or claims on CCTC's behalf without the prior written consent of CCTC.

WAIVER

We may waive any term or provision of this Agreement at any time or from time to time. We will not be deemed to have waived any of our rights or remedies with regard to this Agreement, unless our waiver is in writing and signed by an authorized officer of CCTC or its affiliates. No delay or omission on the part of CCTC or its affiliates, or their respective successors and assigns, in exercising any rights or remedies will operate as a waiver of those rights or remedies or any other rights or remedies. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

SEVERABILITY; OTHER AGREEMENTS; HEADINGS

If any provision of this Agreement is held to be void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction or any other provision in that or any other jurisdiction. No consumer protection provision of the federal Electronic Fund Transfer Act or Regulation E is intended to be waived by you under this Agreement unless the waiver is permitted by law. The parties agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association and the applicable local automated clearing house association as in effect from time to time with respect to all automated clearing house transfers made hereunder. The headings in this Agreement are for convenience or reference only and do not govern the interpretation of provisions of the Agreement.

ASSIGNMENT

You may not assign this Agreement to any other party. We may assign this Agreement or delegate or transfer any or all of our rights and responsibilities under the Agreement to any Service Provider.

GOVERNING LAW

This Agreement is governed by all applicable Federal laws of the United States of America and the laws of the State of Missouri (without regard to any choice of law provisions thereof).

NO THIRD-PARTY BENEFICIARIES

This Agreement is for the benefit of you and the Bank and is not intended to grant, and shall not be construed as granting, any rights to or otherwise benefiting any other person, except as expressly otherwise provided in this Agreement.

COMPLETE AGREEMENT

This Agreement represents the sole and exclusive agreement between you and us regarding Online Services and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof. The terms and conditions of this Agreement are cumulative with an in addition to any terms of the signature cards or account agreements for your deposit account(s). In the event of any conflict between this Agreement and the content of the software or any related materials regarding the Bank's obligation to you, the terms of this Agreement will control.

CONTACT US

You may contact us through the secure message center available after you log in at www.cctonline.com 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 based 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.

Carroll County Trust Company

Carrollton Branch 660-542-2050
PO Box 187
Carrollton, MO 64633

Hale Branch 660-565-2212
PO Box 188
Hale, MO 64643

CALL IMMEDIATELY TO REPORT UNAUTHORIZED TRANSACTIONS

Carroll County Trust Company

Carrollton Branch 660-542-2050