



*Customer Support Center*  
227 West Dixie Avenue  
Elizabethtown, KY 42701  
P: (270) 982-4TCB  
[www.TheCecilianBank.com](http://www.TheCecilianBank.com)

## ELECTRONIC SERVICES TERMS & CONDITIONS AND USER AGREEMENT

**General.** This entire agreement is defined as the “Agreement”. It applies to various Electronic Services, without limitation, The Cecilian Bank’s Online Banking and Mobile Banking Services; to also include, Bill Pay Services, P2P Transfer Services and Mobile Deposit Capture.

### General Definitions

“You”, “your”, or “user” shall mean the person, persons or entities in whose name the account is carried or each person agreeing to, using, or accessing these Services at The Cecilian Bank.

“We”, “our”, “us”, “bank” or “TCB” means The Cecilian Bank.

“Business Day” means Monday through Friday, excluding Saturday, Sunday and federal banking holidays.

“Website” shall mean [www.theceilianbank.com](http://www.theceilianbank.com).

**Acceptance of these Terms:** When you use, or you permit any other person(s) to use, any part of these Services, you constitute your acceptance to the terms and conditions of this Agreement. (This agreement and the Services are also subject to other agreements between you and us, including Deposit Account Agreement and Funds Availability Policies. In case of conflict, this Agreement will take precedence.) This Agreement is subject to change. We will notify you of any material change with a new Terms and Agreement in Online Banking or Mobile App feature. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after The Cecilian Bank has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, The Cecilian Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

**Relationships to Other Agreements.** You agree that when you accept this Agreement, you will remain subject to the terms and conditions of all your existing agreements with any service providers of yours, including service carrier or provider (e.g. AT&T, Verizon, Sprint, etc.) and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations, and restrictions which might impact your use of TCB Mobile (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of TCB Mobile, including while downloading the software or accessing or using TCB Mobile), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile device service carrier or provider is responsible for its products and services and that any issues that arise regarding such products and services will be resolved with the carrier or provider.

You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services.

4/2020

*The Cecilian Bank – Where Tradition and Progress Meet.*  
*Honoring the past and building for the future.*

**Termination or Discontinuation.** In the event you wish to discontinue any or all electronic services, we may require you to contact us in writing. Written notice of service discontinuance must be supplied 10 Business days prior to the actual discontinuance date and must be mailed or faxed to:

The Cecilian Bank  
227 West Dixie Ave  
Elizabethtown, KY 42701  
Ph: (270) 982-4822

- The Bank is not responsible for any fixed payment made before the Bank has a reasonable opportunity to act on your termination notice.
- You remain obligated for any payments made by the Bank on your behalf.

In the event you violate any terms of this Agreement, there are unauthorized or fraudulent transactions related to your Funding Account, Deposit Account or use of the Service, or we incur problems with your use of the Service, you agree that we may suspend or terminate your access to the Service at any time.

We reserve the right to terminate your use of the Services in whole or in part at any time. Neither termination nor discontinuation shall affect your liability or obligations under this Agreement.

This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Deposit Account Agreement or any other agreement with us.

**Eligible Accounts.** To access your accounts using The Cecilian Bank's Online Banking and Mobile Banking Services, you must have an eligible account. Eligible accounts include The Cecilian Bank checking accounts, savings accounts, money market accounts, Certificate of Deposits, IRA(s) as well as consumer loan accounts. Deposit and loan accounts that have a common signer for withdrawals or a common borrower may be linked for access purposes. You must have an eligible account to have Online Banking and Mobile Banking; however, all additional services within Online/Mobile Banking may not be available on all account types, e.g. Bill Payment Service or P2P Transfer Service.

**Services.** The Cecilian Bank allows TCB customers to access information for and initiate transactions from their TCB accounts via desktop computer, mobile device or other permitted electronic means. The "Services", referred to in this agreement shall include The Cecilian Bank's Online Banking and Mobile Banking Services; to include, Bill Pay Services, P2P Transfer Services and Mobile Deposit Capture. All Services may not be available to all users. Other Services may be available or may be added in the future. We reserve the right to modify the scope of the services at any time.

By directing TCB to transfer funds or initiate a payment, you authorize us to withdraw from the designated account the amount of funds required to complete the assigned transaction. Your instructions to change existing account information or Services, and other communication received via Electronic Services as legal endorsements.

**Online Banking Transfers, Mobile Browser Online Banking and Mobile Application Transfers.** You may access your account(s) by logging in using your online banking user ID and password at [www.thececilianbank.com](http://www.thececilianbank.com) by computer, a web-enabled mobile device, or by using the mobile application to

- Transfer funds between your checking and savings accounts
- Make payments from checking, savings, or money market to loan accounts with us

- Get checking and/or savings account(s) information
- Make unlimited transactions through Online Bill Pay
- Make payments from checking to someone else by person to person payments

**Disruption of Services.** When using the Services, you may experience technical or other difficulties. From time to time The Cecilian Bank's Online Banking and /or the Mobile App Services be unavailable, delayed, or limited due to hardware or software failure, limited system capacities, damage caused by severe weather, fire, or other reasons out the bank's control. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur.

We reserve the right to change, suspend, or discontinue the Services immediately and at any time without prior notice.

**Limitations of Services.** We may limit the type, frequency, and dollar amount of transfer or transactions for security purposes and may change or impose the limits without notice, at our option. We reserve the right to modify such limits from time to time. If we permit you to conduct a transaction in excess of the established limits, such transaction will still be subject to the terms of this Agreement, and we will not be obligated to allow such a transaction at other times. You may contact the bank directly to learn about the established limits for the Services at (270) 982-4822.

We reserve the right to change from time to time the dollar amount of transfers you are permitted to make using the Transfer Service. In the event that your use of the Service has been suspended and reinstated, you understand and agree that your use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us. All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the Service. Your limits may vary from those of other Members, depending upon criteria we establish from time to time.

**Account Limitations and Fees.** If a transaction you initiate using this service causes your account to be overdrawn, exceed the maximum permissible number of transactions for the account or exceed any other limitation on the account, you may be subject to associated fees.

If your transaction causes your account to go overdrawn, you may be subject to an overdraft fee. See your Deposit Account Agreement and the Schedule of Fees.

Transfers or withdrawals from a savings or money market account to another account of yours or to a third party by means of a preauthorized or automatic transfer, telephone order of instruction, computer transfer, by check, draft, debit card or similar order to a third party, are limited to 6 per statement cycle or calendar month. If you exceed the transfer limitations set forth, your account shall be subject to:

- \$10.00 per item for excess transactions on a money market account (excess of 6 per month)
- \$5.00 per item for excess transactions on a savings account (excess of 3 per month)
- Possible closure

If your account is set up to use auto transfer for overdraft protection, you will be charged a fee of \$2.00 per transfer.

**Business Days / Hours of Operation.** We require that all transactions be performed on a Business Day.

**Service Cut off Times / Availability of Funds.**

<p><b>Online/Mobile Banking Transactions (transfers, loan payments)</b></p>	<p>A transaction, on transaction on or before 5:00 PM CST / 6:00 PM EST will post on the same day.</p> <p>on weekends; federal holidays or after 5:00 P.M. CST/6:00 PM will post the next business day.</p>
<p><b>Mobile Deposits</b></p>	<p>In general,</p> <p>if an image of an item you transmit through the Service is received and accepted before 4:00 p.m. Eastern Standard Time on a business day that we are open, funds will be available on the next business day;</p> <p>if the deposit is made after 4:00 p.m. Eastern Standard Time, funds will be available on the second business day.</p> <p>Funds deposited using the mobile deposit service will generally be made available the next business day from the day of deposit; however, The Cecilian Bank may delay availability of funds based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as The Cecilian Bank, in its sole discretion, deems relevant.</p>
<p><b>Bill Payments</b></p>	<p><b>Single Payments:</b> A single payment will be processed on the business day that you designate as the payment’s processing date, provided the payment is submitted prior to 4:00 pm EST; the daily cut-off time, on that date</p> <p>A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and Federal holidays) as the payment’s processing date, the payment will be processed on the first business day following the designated processing date.</p> <p>The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, please allow ample time (up to 10 days) for your payments to reach your “Payees”.</p> <p><b>Recurring Payments:</b> When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekend and Federal holidays), it is adjusted based upon the following rules:</p> <p>If the recurring payment’s “Pay Before” option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.</p>

	<p>If the recurring payment’s “Pay After” option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.</p> <p><b>Note:</b> If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.</p>
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**Equipment Requirements/Hardware and Software.** You are responsible for obtaining, installing, maintaining and operating all necessary hardware, software, and Internet access services necessary for performing any online services. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by The Cecilian Bank from time to time. The Cecilian Bank is not responsible for any third-party software you may need to use the Services. 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 time of download and installation. We will not be responsible for failures from malfunctions or failure of your hardware, software or any Internet access services.

**Information Requirements.** You agree that you will notify us immediately in the event of a change to any email address or telephone number that has been provided to us and is associated with you. You may instruct us to change any email address or telephone number we associate with the Services at any time. Address and telephone number changes may be initiated at your request.

You will immediately notify us if any email address or mobile phone number you have registered for use of any Services is surrendered or changed by you.

We may continue to rely on any email address or telephone number that has been provided to us until you notify us of a change. We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction.

**Accessing Electronic Services via Mobile Device.** The availability, timeliness and proper functioning of Mobile Banking depends on many factors, including your Wireless Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software and your Wireless Device. Neither we, nor any of our service providers, warrant that the App will meet your requirements or operate without interruption. Neither we, nor our service providers, shall be liable for any loss or damage caused by unavailability or improper functioning of TCB Mobile, or for any actions taken in reliance thereon, for any reason, including service interruptions, inaccuracies, delays, loss of data or loss of personalized settings.

TCB Mobile is provided “As Is” without warranty of any kind, express or implied including, but not limited to warranties of performance or merchantability or fitness for a particular purpose or non-infringement or any other warranty as to performance, accuracy or completeness.

Neither The Cecilian Bank nor our service providers are liable for failures to perform our obligations under this Agreement resulting in fire, earthquake, flood or any failure or delay of any transportation, power, computer, or communications system or any other or similar cause beyond our control.

We reserve the right to modify TCB Mobile at any time. In the event of any modifications, you are responsible for making sure you understand how to use TCB Mobile as modified. We will not be liable to you for any losses caused by your failure to properly use the App or your Wireless Device.

When an updated version of TCB Mobile is available, you will be notified of the update via an alert in the app store of your device. Simply update and you may continue use of TCB Mobile.

Neither we nor any of our service providers assume responsibility for the operations, security, functionality or availability of any related network, wireless device, or mobile network you utilize to access TCB Mobile.

**User Security - Access and Security Codes.** To help enhance your security while utilizing Online and/or Mobile Banking Services and related Services, you agree to keep your devices secure and to close your Mobile Banking Application when not in use. You agree not to provide your credentials; User ID and Password, or other access information to anyone. If you suspect your mobile device has been lost or stolen, or your access information has been compromised, you must notify The Cecilian Bank immediately by calling 270-982-4822 to disable your Online Banking or Mobile Banking Application.

The risk of loss resides with the account holder if a fraudulent payment order is received by the bank in compliance with the bank's normal security procedures.

#### **Miscellaneous.**

In the event of a dispute regarding the Services, you and we agree to resolve the dispute by using the terms and conditions contained in this agreement, in addition to the Deposit Account Agreement and Funds Availability Policy, as they may be amended from time to time.

You agree that anyone with an ownership interest in your accounts, including joint accounts, may access those accounts, unless we are instructed to the contrary.

Our failure to exercise or enforce any right or provision of this Service Agreement shall not constitute a waiver of such a right or provision unless acknowledged and agreed to by us in writing.

**DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES 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 THE SERVICES, 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 THE SERVICES: (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) RESULTS OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES 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 RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES 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 THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE CECILIAN BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

## **Mobile Check Deposit Services**

**General Terms/Services.** The Mobile Check Deposit services (“Services”) are designed to allow you to make deposits to your checking or money market accounts from home or other remote locations by taking mobile pictures of checks and delivering the images and associated deposit information to The Cecilian Bank’s designated processor.

**Fees.** The Cecilian Bank charges \$.50 per deposit in excess of five (5) deposits in any one statement cycle.

**Eligible Items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC (“Reg CC”). You agree that the image of the check transmitted to The Cecilian Bank shall be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not use the Services to scan and deposit any checks or other items as shown below which shall be considered ineligible items:

- Checks or items payable to any person or entity other than the person or entity that owns the account the check is being deposited into;
- Checks or items containing an alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
- Checks or items payable jointly unless deposited into an account in the name of all payees;
- Checks or items previously converted to a substitute check, as defined in Reg. CC;
- Checks or items drawn on a financial institution located outside of the United States;
- Checks or items that are remotely created checks, as defined in Reg. CC;
- Checks or items not payable in United States currency;
- Checks or items dated more than 6 months prior to the date of deposit;
- Checks or items prohibited by The Cecilian Bank’s current procedures relating to the Services or which are otherwise not acceptable under the terms of your TCB account;
- Checks or items payable on sight or payable through Drafts, as defined in Reg. CC;
- Checks or items with any endorsement on the back other than that specified in this agreement;
- Checks or items that have previously been submitted through this Service or through a remote deposit capture service offered at any other financial institution;
- Travelers Checks

**Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Service with your signature and “For Mobile Deposit Only”, or as otherwise instructed by The Cecilian Bank. You agree to follow any and all other procedures and instructions for use of the Services as The Cecilian Bank may establish from time to time.

**Image Quality.** The image of an item transmitted to The Cecilian Bank using the Services must be legible, as determined by the sole discretion of The Cecilian Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by The Cecilian Bank, American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

**Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. Once a deposit is rejected, it may not be electronically deposited again. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from The Cecilian Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your

account. We further reserve the right to charge back to your account at any time any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**Availability of Funds.** You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC.

**Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be at The Cecilian Bank's sole discretion subject to the Deposit Account Agreement governing your account.

**Disposal of Transmitted Items.** Upon your receipt of a confirmation from The Cecilian Bank that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to maintain the item for 60 business days. You agree to properly dispose of the item after 60 business days to ensure that it is not represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Bank's audit purposes.

**Errors in Transmission.** By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. The Cecilian Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**Errors.** You agree to notify The Cecilian Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable TCB account statement is sent. Unless you notify The Cecilian Bank within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against The Cecilian Bank for such alleged error.

**User Warranties and Indemnification.** You warrant to The Cecilian Bank that:

- You will only transmit eligible items,
- Images will meet the image quality standards,
- You will not transmit duplicate items,
- You will not re-deposit or re-present the original item,
- You are not aware of any factor which may impair the collectability of the item,
- All information you provide to The Cecilian Bank is accurate and true,
- You will comply with this Agreement and all applicable rules, laws and regulations,
- You agree to indemnify and hold harmless The Cecilian Bank from any loss for breach of this warranty provision.

**Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer 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.

**Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.



**Ownership & License.** You agree that The Cecilian Bank retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to The Cecilian Bank's business interest, or (iii) to The Cecilian Bank's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

## **Bill Pay Services**

**Introduction.** You may use Online Bill Pay Service to direct The Cecilian Bank (Bank) to make payments from your designated checking account to the "Payees" you choose in accordance with this agreement. This service also enables you to set up recurring payments, make one-time payments, and track your payments to individual payees. See Service Cut off Times / Availability of Funds for cut off times.

### **General Definitions regarding the Bill Pay Service**

"Payee" shall mean the person, business or other entity to whom your payment will be made. You must provide enough information about each Payee to properly direct a Payment to that Payee and permit the Payee to identify the correct account.

### **Instructions for Setting up Payees and Payments.**

**Payees:** If you want to add a new "Payee", first select the "Payee" tab located in bill pay or you may contact a customer service representative at 270-982-4TCB. The Cecilian Bank reserves the right to refuse the designation of a "Payee" for any reason.

**Payments:** You may add a new payment to a "Payee" by accessing bill pay and entering the appropriate information.

- You may pay any "Payee" within the United States (including US territories and APO's/AEO's).
- The Cecilian bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

**Cancelling a Payment.** A bill payment can be changed or cancelled any time **prior** to the cutoff time on the scheduled processing date.

**Availability of Funds.** A bill payment will be sent to a vendor either electronically (ACH) or by check. If the bill payment is sent by check, you should allow up to 10 days for the payment to arrive. If the funds are not available in the account when the check is presented resulting in an overdraft of the account, the check may be returned, and a fee may be assessed.

**Fees.** The Cecilian Bank's Online Bill Pay Service is FREE if you pay one (1) bill per month; otherwise, there will be a charge of \$5.95 charged to your checking account utilized for bill pay. This fee will be charged monthly unless you pay at least one (1) bill through The Cecilian Bank's Online Bill Pay Service during that month.

**Liability.**

- You are solely responsible for controlling the safekeeping of and access to your Online Bill Pay Service.
- If at any time you want to discontinue Online Bill Pay Service, you will provide written notification to The Cecilian Bank.
- You are responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- You are responsible for any loss or penalty that you may incur due to the lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.
- The Cecilian Bank is not responsible for any service fees or late charges levied against you.
- The Cecilian Bank is not responsible for a bill payment that is not made if you did not properly follow the payment instructions detailed above.
- The Cecilian Bank is not responsible for any failure in making a bill payment if you fail to promptly notify the Bank after you learn that you have not received credit from a "Payee" for a bill payment.
- The Cecilian Bank is not responsible for your acts or omissions or those of any other person, including without limitation, any transmission or communications facility, and no such party shall be deemed to be The Cecilian Bank's agent.

**P2P Transfer Service****General Definitions regarding the P2P Transfer Service**

"Funding Account" means a transaction account that has been identified by the financial institution holding the account as eligible to serve as a funding account for Transfer Transactions.

"Member" means a person who is any one or more of the following: an individual, business or government agency enrolled in the P2P Transfer Service through any Participating Financial Institution; an individual or business that is enrolled in the Transfer Service to receive funds at the Member's Financial Institution; or an individual, or business that is not yet enrolled in the P2P Transfer Service, but with whom you attempt to initiate a Transfer Transaction.

"Payment Account" means the Funding Account used for the Transfer Transaction will be the account from which fees for the Transfer Service will be paid.

"Participating Financial Institution" means any financial institution which is participating in or cooperating with the Transfer Service; P2P. We are a Participating Financial Institution.

"Member's Financial Institution" means any financial institution, including a Participating Financial Institution, holding a Member's account that the Member has authorized to receive a transfer of funds as a result of a P2P Transfer Transaction.

"Transfer Service", "P2P", "P2P Transfer Service", means the person-to-person (P2P) service providing transfer services from person to person.

"Transfer Transaction" means a transaction initiated through the Transfer Service to transfer funds out of your Funding Account to a Member.

**Overview of P2P Transfer Service:**

**The Network.** We have partnered with the Visa Direct and MasterCard Send to enable a convenient way to transfer money between you and Members who have eligible accounts or enrolled with another financial institution that partners with those same entities. Aliases such as email addresses or mobile phone numbers may be used to prompt a Member to provide eligible account data so that a transfer may take place.

**Terms and Conditions of P2P Transfer Service.** Your use of the Transfer Service will be subject to this Agreement, and also to the following, which are considered part of this Agreement: the terms or instructions appearing on a screen when using the Transfer Service; our rules, procedures, and policies and the account agreements applicable to the Transfer Service and your Funding, Deposit and Payment Accounts, as amended from time to time; and applicable state and federal laws and regulations.

Subject to all the terms and conditions of this Agreement, you may use the Transfer Service to engage in Transfer Transactions with other individuals or businesses who are Members with eligible accounts.

The P2P Transfer Service (the “Service” or “Transfer Service”) is an Online Financial Service. You agree that you are enrolling as a Member of the Transfer Service. You agree that you will only use the Transfer Service for Transfer Transactions entered for lawful purposes. You will not use the Transfer Service to pay taxes or other amounts owed to government entities. You will not use the Transfer Service to pay court-ordered amounts such as alimony or child support.

We may at any time decline any Transfer Transaction that we believe may violate applicable law.

**Eligible Accounts for P2P Transfers.** In order to use the Transfer Service, you must have an eligible Funding Account. For the Transfer Service offered directly through the Bank’s Mobile Application, eligible Funding Accounts include only checking accounts. In order to transfer funds out of your Funding Account to another individual or business, you must have an available balance in that account.

You agree that you will not use the Transfer Service to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law.

**Registering an Email Address or Phone Number.** As part of enrollment into the Transfer Service, your email address or phone number may be stored for the use of prompting to enter account information or notification that a transfer has been initiated.

**Use of telephone calls, emails and text messages:**

- A. Sending Emails and Text Messages on Your Instruction.** Each time you send money using the Transfer Service, you are also authorizing and instructing us to send emails and text messages to the recipient concerning the Transfer Transaction. You agree that these emails and text messages are sent on your behalf. You represent and warrant to us that for each person you instruct us to send emails and text messages, you have received permission from that person for us to do so. Please note: **1.)** Each time you initiate a Transfer Transaction, you are authorizing and instructing us to send both an initial email or text message to the recipient and, at our discretion, a follow-up or reminder message with respect to the same Transfer Transaction. **2.)** These emails and text messages may identify you by name and may state that we are sending them on your behalf and according to your instructions.

**B. Communicating with You.** You agree that we may from time to time make telephone calls, send emails and text messages to you in order to:  
notify you of Transfer Transactions, or  
service your accounts,

You agree that we may call using prerecorded/artificial voice messages or send text messages and, for both calls and text messages, may also use automatic telephone dialing systems. We may call you and send messages to you at any email address, telephone number, or mobile phone number you have provided to:

us,  
any other Participating Financial Institution,  
a Member.

You represent and warrant to us that you are the owner or have the delegated legal authority to act on behalf of the owner to use and control each such email address, telephone number or mobile phone number you have provided to any of these persons for use with the Transfer Service. You further acknowledge and agree that:

- In the case of any messages that you may send through either us that we may send or may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send on your behalf may include your name.
- Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us including messages that you may send through us, that we may send, or may send on your behalf.
- To cancel text messaging from us, send STOP when prompted. For help or information regarding text messaging contact our customer service number. You expressly consent to receipt of a text message to confirm your "STOP" request.
- In the event you ever withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via text message, including a confirmation from us in the event you withdraw your consent.

**C. Declining to Use an Email Address or Telephone Number.** We may, in our sole discretion and for any reason, decline at any time to accept or use, or to continue to accept or use, any specific email address or telephone number provided to us by any person.

**Fees for Transfer Service.** Currently there are no fees for the use of the P2P service; however, other service charges may apply. See *Account Limitations and Fees*.

We may decide to impose a fee for this service at any time for any reason. We will give you reasonable notice of such change as required by law. You may incur fees from other sources due to your agreements with other relationships when using this service; e.g. your mobile service provider, see *Relationship to Other Agreements*.

**Mode of Payment.** The Funding Account used for the Transfer Transaction will be the account from which fees for the Transfer Service will be paid (your "Payment Account"). You authorize us to collect the fees from your Payment Account.

**Accessing your Funding Account.** You authorize us to provide access to your Funding Account and Deposit Account through the Transfer Service to initiate and complete Transfer Transactions. To access the Transfer Service, you must have a username, a password, and the required hardware and software to use Online Banking or the Mobile Application. You must also comply with any other security procedures and policies we may establish from time to time as provided in online user agreement. You must provide all telephone and other equipment, software (other than any software provided by us), and services necessary to access the Transfer Service. Not all types of accounts are eligible for Transfer

Transactions. We reserve the right to decline the use of any account as a Funding Account or Deposit Account that we believe may present a risk to you and/or us.

**Sending Money; Debits by Participating Financial Institutions.** You may send money to another Member at your initiation. You understand that use of this Transfer Service by you shall at all times be subject to (i) this Addendum, and (ii) your express authorization at the time of the transaction for us or another Participating Financial Institution to initiate a debit entry to your Deposit Account. You understand that when you send the payment, you will have no ability to stop it.

In most cases, when you are sending money, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, and the other Participating Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. You understand and acknowledge that a person to whom you are sending money and who is not registered as a Member may fail to complete the request for account information required to complete the transaction, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed, or the transfer may be blocked to prevent fraud or comply with regulatory requirements. We have no control over the actions of other Members, other Participating Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended Member.

**Transfer Transactions Subject to the Rules of the Funding Account.** All Transfer Transactions are subject to the rules and regulations governing your Funding Account. You agree not to initiate any payments from an account that are not allowed under the rules or regulations applicable to that account, including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations. You agree that any Transfer Transaction to a Member's account which is not with a Participating Financial Institution will also be governed by the NACHA Operating Rules and any applicable card network rules (e.g. Visa or Mastercard).

**Transfer Transaction Descriptions.** We may permit you to add a description or comment concerning the Transfer Transaction that will be transmitted to the recipient. You agree that if we permit you to add a description or comment concerning the payment to your recipient that you will not include inappropriate or abusive language, messages or content in the description or comment. You agree that we may monitor the contents of the description or comment and may delete or edit the message if we believe any of the content is inappropriate or abusive, in our sole and absolute discretion.

**Failure or Rejection of Transfer Transactions.** We do not make any representation or warranty that any particular Transfer Transaction can be completed, or that it can be completed within a particular period of time. Any estimate we may provide concerning the completion date for the Transfer Transaction is only an estimate and is not binding on us. You understand and agree that we have no control over the actions of other Members, or of other financial institutions (including Member's Financial Institutions), that may prevent a Transfer Transaction from being completed, or may delay its completion. You understand and agree that we may not be able to complete a Transfer Transaction if:

- the receiving Member does not enroll in or register with the Transfer Service;
- the receiving Member does not complete the necessary steps in provided needed information to complete the transfer; or,
- the receiving Member does not register with the Transfer Service the specific email address or telephone number you have provided to us for them.

Upon learning that a Transfer Transaction to transfer funds from your Funding Account to a Member cannot be completed for any reason, we may make a reasonable effort to complete the payment again. If the fund transfer is not completed, we may try to notify you to contact your intended recipient but are not required to do so.

If you do not have enough money in your Funding Account to make a fund transfer, we may reject your request to initiate the fund transfer.

We reserve the right to decline or cancel any payment instructions or orders or to carry out change or cancellation requests. We may, in our sole discretion, decline to initiate or complete a Transfer Transaction for any reason. We may, in our sole discretion, accept instructions from any Member or from a Member's Financial Institution to block your attempts to use the Transfer Service to initiate Transfer Transactions with that Member or customers of that institution.

**Authorization for Fund Transfer and Suspense of Funds.** You agree that each payment instruction you give us is an authorization to make a funds transfer on your behalf. You authorize us to withdraw the funds from your Funding Account immediately upon receiving your instruction for the Transfer Transaction and to place the funds in a suspense account pending completion of the Transfer Transaction. You understand and agree that in the case of a Transfer Transaction to a person who has not yet enrolled in the Transfer Service, or if your Funding Account has been open for less than thirty days, we may hold your funds in the suspense account for up to fifteen business days before either returning the funds to you or sending them to the recipient.

You also agree that the Member's Financial Institution receiving the funds for a Transfer Transaction may hold those funds for a reasonable period of time while attempting to identify a Deposit Account for a Member who has either:

- not yet enrolled in the Transfer Service;
- not yet identified a Deposit Account, or
- closed the recipient's prior Deposit Account but still has other accounts open with the Member's Financial Institution.

You understand that the Member's Financial Institution receiving the funds may require a Member to manually accept each funds transfer you send to the Member. If the Member does not accept the funds transfer within the time frame set by the Member's Financial Institution, the funds will be returned to you. You understand and agree that we have no control over whether the Member's Financial Institution will require manual acceptance, or how long the Member's Financial Institution will hold the funds before returning them.

You authorize us to act as your agent in receiving and processing any return of funds as we deem appropriate.

**No right to Cancel or Stop a Transfer Transaction.** Transfer Transactions that are in process cannot be cancelled or stopped. You agree that you, and not we, will be responsible for resolving any payment dispute with any Member to whom you send money through a Transfer Transaction.

**The following sections apply to Consumer accounts only:**

- **PREAUTHORIZED TRANSFERS**
- **FINANCIAL INSTITUTION'S LIABILITY**
- **UNAUTHORIZED TRANSFERS**
- **ERROR RESOLUTION NOTICE**

## **PREAUTHORIZED TRANSFERS**

### **Right to Stop Payment**

If you have authorized us to make regular payments from your account, you may stop any of these payments by calling or writing. We must receive this request at least three (3) business days before the payment is scheduled to be made. If you call, we will require that you put your request in writing and forward to us within fourteen (14) calendar days. We will charge your account thirty-two (\$32) dollars for each stop payment. You may call or write us at the telephone

number or address listed at the end of this disclosure. A Visa® Purchase, Electronic Bill Payment through The Cecilian Bank Bill Payment system processed as ACH or any person to person payment made using the P2P Transfer Service cannot have a stop payment placed.

### **Bank Liability to Stop Payment**

If you notify us to stop a preauthorized payment at least three (3) business days before the payment is scheduled and we do not do so, we will be liable for your losses or damages.

### **FINANCIAL INSTITUTION'S LIABILITY**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable if, for instance:

1. Through no fault of ours, you do not have enough money in your account to make the transfer;
2. The transfer would go over the credit limit on your overdraft line;
3. The terminal or system was not working properly, and you knew about the breakdown when you started the transfer;
4. Circumstances beyond our control such as fire or flood prevent the transfer, despite reasonable precautions that we have taken; or
5. There may be other exceptions stated in our agreement with you.

### **DISCLOSURE OF ACCOUNT INFORMATION**

We may disclose information to third parties about your account or transfers you make under the following circumstances:

1. It is necessary for completing transfers;
2. In order to verify the existence and condition of your account for a third party, such as credit bureau or merchant;
3. To comply with government agency or court order;
4. If we close your account due to deficient balance, excessive overdrafts, or to protect or enforce our legal rights;  
or
5. If you give us your written permission.

### **UNAUTHORIZED TRANSFERS**

#### **Consumer Liability**

Tell us at once if you believe your User ID and Password have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using your credentials. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum allowable overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your User ID and Password, you can lose no more than \$50.00 if someone used your credentials without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your User ID and Password, and we can prove we could have stopped someone from taking your money without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by card, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was delivered 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 valid reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

**Contact in Event of Unauthorized Transfer**

If you believe your User ID and Password, card and/or PIN has been lost or stolen or a transfer has been made using the information from your check without your permission, call or write us at the telephone number or address listed in this disclosure. Our Business Days are Monday thru Friday (Excluding Federal Holidays).

**The Cecilian Bank**  
**227 West Dixie Avenue**  
**Elizabethtown, KY 42701**  
**(270) 982-4822 / [www.TheCecilianBank.com](http://www.TheCecilianBank.com)**

<b>Lobby Hours:</b>		<b>Drive-Thru Hours:</b>	
Monday – Thursday	9AM – 4 PM EST	Monday – Thursday	8AM – 5 PM EST
Friday	9 AM – 6 PM EST	Friday	8 AM – 6 PM EST

**ERROR RESOLUTION NOTICE**

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. The following information will be needed:

1. Tell us your name and account number (if any);
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
3. Tell us the dollar amount of the suspected error;

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have 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 credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 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 and reverse any provisional credit that was given. You may ask for copies of the documents that we used in our investigation.

**OTHER TERMS.** YOU MAY NOT ASSIGN THIS AGREEMENT. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF KENTUCKY AND OF THE UNITED STATES. A DETERMINATION THAT ANY PROVISION OF THIS AGREEMENT IS UNENFORCEABLE OR INVALID SHALL NOT RENDER ANY OTHER PROVISION OF THE AGREEMENT UNENFORCEABLE OR INVALID.

BY CLICKING “OK”, I AGREE TO THE CECILIAN DIGITAL SERVICES USER AGREEMENT THAT HAVE BEEN PROVIDED TO ME ELECTRONICALLY BY THE CECILIAN BANK.