



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

## ONLINE CASH MANAGEMENT AGREEMENT

The Online Cash Management Agreement (the “Agreement”) describes how you can use Online Cash Management (the “Service(s)”) to access a number of banking services to manage your account(s) online. It also contains the terms and conditions governing these Services. If you previously registered for these Services, this Agreement supersedes and replaces any prior agreement(s) you had with us relating to the Service. When you use any of the Online Cash Management Services described in this Agreement, or authorize others to use them, you agree to be bound by the terms and conditions of this Agreement.

The terms “you”, “yours”, or “Customer” as used in this Agreement refer to each person or Business which applies to use the Service under this Agreement, and each person who uses the Service with the permission of an applicant. “Business” means any Corporation, Partnership, Limited Liability Company, Sole Proprietorship, or any other type of entity that maintains a deposit account for business purposes. “We”, “us”, “ours”, or “Bank” refer to The Cecilian Bank, the depository institution that holds an account that is accessed by the Service. “Business Day” means Monday through Friday, except designated federal banking holidays.

Your use of Online Cash Management may also be affected by other agreements with us for your deposit and other accounts. When you access accounts using the Service, this does not change the agreement you already have with us on those accounts. For example, when you use the Service to access a line of credit or deposit account, you do so under the terms and conditions we gave you in the agreement and any disclosure for those accounts. You should review those agreements for any applicable fees, for limitations on the number of transfers you can make, and for other restrictions that might impact your use of the Service.

### **1. ONLINE BANKING SECURITY & PROCEDURES**

The Cecilian Bank is strongly committed to protecting the security and confidentiality of our customer account information. The Cecilian Bank uses state-of-the-art technology in the ongoing development of its Online Cash Management Service to ensure this security. We use several different methods to protect your account information and to authenticate your online transactions:

- You can only access Online Cash Management with certain browsers that have a reasonable level of encryption technology. Each authorized user of the Service must have valid login credentials.
- If no action is taken for a set amount of time, you will be automatically logged off Online Cash Management.
- Dual control is available; your Master User has the ability to require dual control on most functions within the Service. It is highly recommended that you utilize and implement this feature and maintain a dual control environment.

a. **Disclosure of Account Information** As financial service professionals entrusted with sensitive financial information, we respect the privacy of our customers and are committed to treating customer information responsibly. Our Privacy Policy serves as a standard for all The Cecilian Bank team members for collection, use, retention, and security of individual customer information. Please refer to the Privacy Policy for a description of the types of information we collect and under what circumstances that information is shared.

No employees of The Cecilian Bank or company affiliated with The Cecilian Bank will contact you via email or telephone requesting your Online Cash Management Password, or other security information. ***If you are contacted by anyone requesting this information, please notify us immediately.***

b. **Your Responsibilities** By using this Service you agree:

- Not to disclose to anyone your identifying information, including your log-in credentials, or any other security authentication items, such as passwords, or challenge questions. The Bank may request verification of your log-in credentials to identify you when providing banking services to you.
- To keep your log-in credentials, and other security authentication items secure and strictly confidential.

*The Cecilian Bank – Where Tradition and Progress Meet.*

*Honoring the past and building for the future.*

- To instruct each person who is assigned log-in credentials or other security authentication items that he or she is not to disclose them to any other person.
- To provide us with a current financial statement and other information regarding your financial condition upon our request.
- To never leave your account information on display in an area where it can be seen or is easily accessible to unauthorized persons.
- To never leave your PC unattended while using Online Cash Management.
- To always, Exit/Log off after using Online Cash Management.
- To notify The Cecilian Bank immediately if you suspect your log-in credentials or any other authentication items that may be used to access the Service has become known to any unauthorized person.
- To notify The Cecilian Bank immediately when the Master User leaves the company so their log-in credentials can be disabled.
- To notify The Cecilian Bank immediately of any change in contact information for you.
- That you will exercise reasonable care in observing and maintaining security procedures, and in communicating with the Bank.

You are responsible for all transfers you or your Authorized Users make using the Service. You authorize us to debit your designated account(s) for any transactions made through the Service (including the transfer of funds from another deposit account or line of credit). You agree that we may comply with transfer instructions entered by any person using authorized log-in credentials, notwithstanding any provision that may be contained in any other account documentation claiming to require more than one signature to withdraw funds from the account.

If you permit another person to use Online Cash Management or give them your log-in credentials you are responsible for transfers, payments, or advances that person makes from the deposit and credit accounts linked to your Service registration even if that person exceeds your authorization.

- c. **Acknowledgement of Reasonable Security Procedures** By using this Service, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are reasonable. You agree to be bound by, and the Bank shall have no liability to you for, any unauthorized payment or transfer made using your log-in credentials that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We reserve the right to suspend or cancel your log-in credentials even without receiving such notice from you, if we suspect they are being used in an unauthorized manner. Notification by telephone 270-982-4822 to our Customer Support Center is the preferred method for reporting such suspicions to the bank. If calling after business hours, you may leave a message in the general mailbox.
- d. **Your Obligation to Examine Records and Report Discrepancies** The Bank provides no written confirmation of individual payment or transfers. Confirmation is provided through online information available from the Service and through the periodic account statements that the Bank delivers to you. You agree to examine your statement promptly and to notify us immediately of any error or discrepancy, including but not limited to any unauthorized transaction. You also agree to notify us immediately of any error discrepancy you may find in review of online information. In no event shall the Bank be liable, including for interest compensation as described below, unless we are notified of an error or discrepancy within 30 days from the date your FIRST statement reflecting the error or discrepancy is delivered to you.

## **2. VIRUS PROTECTION**

Undetected or unrepaired, a virus may corrupt and destroy your computer programs, files, and even your hardware. You agree that The Cecilian Bank is not responsible for any electronic virus that you may encounter using Online Cash Management. We encourage you to routinely scan your PC and related devices using any reliable virus protection product to detect and remove any viruses found. Because computers may be infected by malicious code such as key logging software through surfing the internet or accessing e-mail (even where good virus protection software is used), we suggest that where practical you conduct Online Banking transactions on a dedicated computer not used to surf the internet or access e-mail.

## **3. ONLINE CASH MANAGEMENT E-MAIL COMMUNICATIONS**

Electronic messages sent and received over the public Internet, are not secure. Therefore, we will not send you, and you shall not send us, any confidential account information via e-mail, unless through the Bank's Secure E-Mail Service. You agree that we may take a reasonable time to act on any e-mail notice or request. Any concern or message that requires expeditious handling (for example, if you need to report an unauthorized transaction from one of your accounts), or if you need to immediately stop payment on a check you have issued, should be handled with a telephone call to the Bank, not by e-mail.

#### **4. ONLINE CASH MANAGEMENT FUND TRANSFER PROVISION**

As an Online Cash Management customer, you can make immediate transfers between your deposit accounts with The Cecilian Bank over the Internet. All such transfers are subject to the terms of these Online Cash Management Funds Transfer Provisions (the "Transfer Provisions") listed below. You can also use Online Cash Management to transfer funds between certain line of credit accounts and your deposit accounts. Transfers are not permitted from one line of credit account to another line of credit account. Transfers are effective the same day if initiated by 6:00 pm (EST) and provided the day of receipt is a Business Day for the Bank and the Federal Reserve Bank. The terms of your Deposit Account Agreement and Disclosure with Bank are hereby incorporated by reference. By using the Funds Transfer Service, you agree to these Transfer Provisions:

- a. **Transfer Amount Limits** The maximum dollar limit on any transfer will be equal to the available balance in your account plus the available balance or credit balance in any other account or line of credit attached to the account to provide overdraft protection.
- b. **Restrictions on Transfers from Savings and Money Market Accounts** Under Federal Reserve Board Regulation D, limitations apply to the number of automatic, pre-authorized, or telephonic (including Internet) debits from Money Market or Savings accounts per monthly statement cycle or calendar month. You may make no more than six (6) of these transactions in such period. If you exceed the number of allowable transfers from your Money Market or Savings accounts the Bank may close or convert it to a transaction type account, which may not pay interest, and for which there are no transaction limitations. Refer to your fee schedule for withdrawal limits on these accounts.
- c. **Insufficient Funds to Complete Transfer** If your account does not have sufficient funds to complete a transfer as of the date the transfer is scheduled to be made, the transfer may not be completed, but if we do complete the transfer as an accommodation to you, you are responsible for any overdraft created and/or any fee resulting from the overdraft.
- d. **Correcting or Canceling Your Transfer** You cannot cancel a transfer after it has been entered in Online Cash Management and the information has been transmitted to us. You can correct information about a transfer before you send us the information, and you can use Online Cash Management to attempt to reverse a transaction after it has been entered.
- e. **Documentation and Verification of Transfers** The date and amount of transfers made through Online Cash Management will be shown on the Transaction Section of Online Cash Management, and will also be shown on the periodic statements you receive from the Bank for the accounts between which transfers are made.
- f. **Notification of Unauthorized Use** If you believe your log-in credentials have become known by an unauthorized person, or that someone has transferred money without your permission call The Cecilian Bank Customer Support Center immediately at (270) 982-4TCB (4822). If you claim that an unauthorized transfer has occurred, we may require that you sign a sworn affidavit to that effect.

#### **5. YOUR ACCOUNT(S)**

- a. You agree to maintain one or more deposit Accounts (collectively, the "Account") with The Cecilian Bank and will deposit sufficient funds in the Account to facilitate the transactions set forth by this Agreement. The Account will be subject to this Agreement and Bank's then current "Deposit Account Agreement and Disclosure".
- b. To the extent there are not sufficient available funds in the Account to cover your obligations under this Agreement; you agree that such obligations constitute an indebtedness owed to the Bank. The indebtedness will be deemed immediately due and payable in full. If you have any other outstanding loans or extensions of credit with Bank, then for purposes of any security agreements, pledge agreements or guarantees executed in connection with Loans, the indebtedness will be and become part of the Loans secured by the Security Documents, and any collateral securing the Loans will also secure repayment of the indebtedness, subject to the terms of the Security Documents. Bank may also debit any account maintained by Customer with Bank or may set-off against any amount Customer has on deposit, in order to obtain payment of the indebtedness or that the Bank may set off against any amount it owes to the Customer, in order to obtain payment of the Customer's obligations under this agreement.

#### **6. STOP PAYMENTS**

Stop payments may be submitted by any Sub User or Master User with valid online banking login credentials. Please see the Current Terms & Conditions for information regarding placing a stop payment. There is a fee for Stop Payments (see current Fee Schedule).

## **7. NEW SERVICES**

We may, from time to time, introduce new services that have become part of the Online Cash Management Service. We may notify you of these new services, and by using Online Cash Management after those services become available, you agree that the terms of this Agreement, as amended from time to time, will apply to your use of the new Services.

## **8. LIABILITY**

In addition to, and without limiting any other provision of this Agreement limiting the Bank's liability, the following shall apply with regard to the Service:

- a. The Bank shall be responsible only for performing the services expressly provided for in this Agreement, and except as specifically provided otherwise in this Agreement, you agree that neither the Bank or any third party service providers engaged by the Bank to perform any of the services connected with Online Cash Management shall be liable in the absence of its gross negligence in performing those services. In no event shall Bank be liable for any consequential, special, incidental, punitive or indirect loss or damage which Customer may incur or suffer in connection with this Agreement, whether or not the likelihood of such damages was known or contemplated by the Bank and regardless of the legal or equitable theory of liability which Customer may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Bank's acts or omissions pursuant to this Agreement.

Customer agrees to hold harmless, indemnify and defend the Bank from and against any loss, liability or expense (including attorneys' fees and expenses) resulting from any claim of any person that the Bank is responsible for any act or omission by the Customer or any other person described in this section.

- b. The Cecilian Bank shall not be liable for any loss arising, directly or indirectly from:
- Your failure to safeguard your identifying information, such as your Log-in credentials and other authentication required for access to the Service, such as Password, Tokens, Image Recognition, and answers to Challenge questions, or corruption of your computer or communications equipment or related software by any virus.
  - Any inaccuracy, act, or failure to act on the part of any person not within the Bank's control.
  - Your negligence or misconduct or that of any Authorized Users, Master Users, agents, or employees.
  - Any ambiguity or error in your instructions to the Bank.
  - Any acts or omissions of intermediary banks involved in any funds transfer.
  - The Bank's reasonable reliance on instructions from persons purporting to be your Authorized Representative(s), or Master Users.
- c. The Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, emergency conditions or other circumstances beyond the Bank's control. In addition, the Bank shall be excused from failing to provide any service pursuant to this Agreement if to do so would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or if the Bank would otherwise violate any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- d. Subject to the foregoing, if we fail or delay in making a payment or transfer pursuant to your instructions, our liability shall be limited to interest on the amount which we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event shall we be liable to both parties, and our payment to either party shall fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized payment after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability shall be limited to a refund of the amount erroneously paid, plus interest from the date of the payment to the date of the refund, but in no event to exceed 60 days interest. If we become liable to you for interest compensation under this Agreement, such interest shall be limited to the interest you would have received for the period involved.

## **9. AMENDMENTS TO THIS AGREEMENT**

From time to time the Bank may add to or amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day.

## **10. TERMINATION OF SERVICES**

The term of this Agreement shall commence upon the execution hereof and shall continue thereafter until terminated as follows:

- By either party upon 3 business days written notice to the other party, for any reason;
- By the Bank immediately upon written notice to you if the Bank discovers any willful misconduct (including bad check or fraudulent activities) on the part of the Customer of any other party with respect to Checks or Electronic Items processed by Customer hereunder; or
- Upon the closing of Customer's Accounts at Bank in accordance with the Deposit Account Agreement and Disclosure.
- If you do not use the Service for a period of 90 consecutive days, whether or not a fee is paid and whether or not there are any scheduled payments or transfers pending, your user ID will be disabled. After 180 consecutive days of inactivity your user ID will be deleted. In order to re-instate the services, you will be required to re-enroll.

The Cecilian Bank reserves the right to terminate or suspend your access to Online Cash Management Service or any of the Cash Management Products in the Bank's sole discretion, without notices and without limitation if you do not pay any fee when due, if you do not comply with your Deposit Account Agreement and Disclosure or any applicable law, rule, or regulation, if Bank reasonably finds that you have breached any of the Rules or this Agreement, or if any Account is not maintained in good standing. We can also terminate the Service if we believe that an actual or potential unauthorized use of your Log-in credentials may be occurring. The termination of this Agreement shall not affect any of the Customer's obligations arising prior to termination, such as the obligation to process Checks and Electronic Items (including returned Electronic Items) that were in the process of being transmitted or collected prior to termination date. In addition, Customer will keep its Account(s) open at Bank until the later of:

- 60 days after the date of termination, or
- Final payment with respect to all processing fees, and will maintain funds in such Account(s) in amounts and for a period of time determined by Bank in its reasonable discretion to cover any outstanding Checks and Customer's obligations for returns of Checks, warranty claims, fees and other obligations.

If any such liabilities exceed the amount in the applicable Account, Bank may charge such excess against any other accounts of Customer at Bank, and Customer will pay Bank, immediately upon demand, any amount remaining unpaid.

## **11. ADDITIONAL PROVISIONS**

- Waiver** Bank may waive or delay enforcement of any provision of this Agreement. Any such waiver or delay shall not affect Bank's rights with respect to any other transaction or modify the terms of this Agreement.
- Entire Agreement** This Agreement together with the Deposit Account Agreement and Disclosure and Notice of Privacy Policy and any applicable sign-up forms contain the entire understanding between you and The Cecilian Bank and is the complete and exclusive statement of the Agreement between Bank and Customer with respect to the subject matter hereof and supersedes any prior agreement(s), representations or understandings, if any between the parties with respect to such matter concerning the Online Cash Management Service. The accounts accessed by Online Cash Management continue to be governed by the following Bank Agreements and Documents, as they are amended from time to time: 1) the Deposit Account Agreement and Disclosures, 2) the applicable Schedule of Fees, 3) the applicable Miscellaneous Fees for Business Accounts, and for Money Market Accounts, and if you have loans, or credit card accounts that are accessed by the Service, they continue to be governed by the applicable agreements you have with The Cecilian Bank. In the event of any inconsistency between the terms of this Agreement and either the Deposit Account Agreement or the Disclosure, the terms of this Agreement will govern. In the event performance of the Services described in this Agreement would result in violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects such services, then this Agreement will be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank will incur no liability to Customer as a result of such amendment. This Agreement is binding on Customer and Bank and not for the benefit of any other person, except for an assignee pursuant to a valid assignment, and no other person will have or acquire any right against Bank or Customer hereunder. Customer may not assign this Agreement or any of the rights or duties to any person without Bank's prior written consent.
- Applicable Law, Jurisdiction and Venue** This Agreement will be governed by and construed in accordance with the laws of the State of Kentucky, without reference to its conflict of law provisions. You agree not to conduct any transactions that would violate the laws of any state or the United States, including the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control. You may not use your account or any account-related service to process Internet gambling transactions or facilitate any activity that would violate applicable law.

- d. **Survival of Terms** All terms of this Agreement, which by their nature are intended to survive termination of the Agreement (including without limitation all provisions regarding confidentiality, protection of intellectual property, indemnification, warranties, and limitations of liability) shall survive such termination.
- e. **Cooperation in Loss Recovery Efforts** In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the services provided under this Agreement, Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.
- f. **Notices** Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States mail, postage prepaid, or by express carrier, and, if to Bank, addressed to:

The Cecilian Bank  
Attn: Customer Support Center  
227 West Dixie Ave  
Elizabethtown, KY 42701

and, if to Customer, addressed to its address of record with the Bank, unless another address is substituted by notice delivered or sent as provided herein.

- g. **Security** Customer shall be responsible for establishing, maintaining, and following such security protocols as it deems necessary to ensure that output files transmitted by Customer to Bank are intact, secure, and confidential until received by The Cecilian Bank. Without limiting the generality of the foregoing, Customer shall at all times comply with any security procedures specified by Bank. Customer agrees to use appropriate communications security software, including but not limited to such communications security software as Bank shall reasonably require, in connection with the transmission of output files to Bank. Bank may, from time to time, change the software required for this purpose.
- h. **Recording and Use of Communications** Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means. Customer assumes the duty of obtaining consents from its agents and employees for these recordings.
- i. **Severability** In the event a court determines that any portion of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue to be valid and enforceable as between the two parties.
- j. **Third Parties** This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement. Unless you have our prior written consent, you may not use the Services to process transactions for third parties.