

1st ONLINE DISCLOSURE

Internet Banking Customer Service Department:

Please read the entire Agreement carefully before enrolling in the Service or initiating any transactions.

1. Scope of this Agreement

The purpose of this Internet Banking User and Disclosure Statement is to define the operating procedures, rule, and responsibilities related to the use of **1st National Bank's** Internet Banking System, hereinafter referred to as "**1st ONLINE**".

OUR INTERNET BANKING SERVICES ARE INTENDED FOR INDIVIDUALS 18 YEARS OF AGE OR OLDER.

2. Accepting the Agreement

After you have carefully read this Agreement in its entirety you will be asked to consent to (accept) the terms and conditions of this Agreement.

You should print and/or save a copy of this Agreement for your records. You can use the print button below or your browser to print this document. You can also use your browser to save a copy of this document on your hard drive.

WHEN YOU CLICK ON THE "ACCEPT" BUTTON BELOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY ACCEPTING BELOW, YOU ALSO CERTIFY THAT YOU ARE ABLE AND WILLING TO ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT AND YOU UNDERSTAND THAT YOU CAN PRINT A COPY AND/OR SAVE IT TO YOUR HARD DRIVE. YOU ALSO UNDERSTAND AND AGREE THAT ANY ADDITIONAL INSTRUCTIONS AND PROCEDURES APPLICABLE TO **1st ONLINE** COVERED BY THIS USER AGREEMENT PROVIDED BY THE BANK SHALL APPLY TO ANY ACCESS OR USE OF **1st ONLINE** OR ANY TRANSACTIONS THAT ARE INITIATED USING **1st ONLINE**.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE CANCEL BUTTON BELOW. YOU CAN STILL ENROLL FOR **1st ONLINE** AT A LATER TIME IN PERSON OR BY U.S. MAIL.

3. Fees

The Basic Internet banking service is available to our customers at no charge. Basic Internet banking services include viewing balances and transaction history, transferring funds between your accounts at 1st National Bank, paying bills, and downloading information to Microsoft Money and Quicken/Quickbooks.

4. Definitions

1st ONLINE – The name of 1st National Bank’s Internet banking product.

Agreement – Means the terms and conditions of the Internet services.

You or your – Refers to the Customer entering into this agreement.

We, us, or our – Refers to 1st National Bank and any agent, independent contractor, service provider, licensor, designee, or assignee 1st National Bank may involve in the provision of Internet banking.

Business Day – Is every Monday through Friday, excluding Federal Reserve holidays. Account transfers are processed on all Business Days that the Federal Reserve is open for business.

Business Day Cutoff – Refers to the cut-off time for posting purposes. Our cut-off time is based on our Business Days and the Eastern Standard Time. For posting purposes, we will process all Internet banking transactions completed by 7:00 p.m. on that Business Day except for Christmas Eve and New Years Eve when the deadline will be 1:00 p.m. Transactions completed after 7:00 p.m. will be processed on the following Business Day. Bill Pays will cut off at 3:00 p.m. All requests for bill pays after 3:00 p.m. will be processed on the next business day.

Consumer Customer – Refers to a natural person who has an Eligible Account at our Bank with respect to which **1st ONLINE** is requested primarily for personal, family, or household purposes.

Electronic Funds Transfer (EFT) – Means any transfer of funds that is initiated through an electronic terminal, telephone, computer, mobile phone, tablet or magnetic tape for the purpose of ordering, instructing, or authorizing us to debit or credit your account. Bill pays and account transfers are considered EFTs. If we authorize your Eligible Account(s) for EFT’s through 1st ONLINE, you have certain rights and responsibilities under the EFT Act.

Eligible Accounts – You must have an existing account relationship with us to enable our Internet Banking Service. An Eligible Account means any one of your deposit or loan accounts to which we may allow access via **1st ONLINE** under this Agreement.

To be an Eligible Account for **1st ONLINE**, the account must be titled in your

name either individually or jointly. In addition, if you want to request transfers from an Eligible Account through **1st ONLINE**, you will also need the required withdrawal authority over the account in order to complete the transaction. If your account(s) require two signatures for withdrawal, we may only grant view privileges to your Eligible Accounts through **1st ONLINE**. When using **1st ONLINE**, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any such account to cover any transaction and fees that are ultimately approved by or related to **1st ONLINE**.

Joint Accounts – If the accounts added to **1st ONLINE** are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Access ID and Passcode are authorized unless we have been notified to cancel **1st ONLINE**. If joint account holders use individual Access IDs, **1st ONLINE** may be identified as two separate Services and you may be charged a fee for the use of an additional Access ID.

Service Hours – You can use **1st ONLINE** seven days a week, 24 hours a day although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to **1st ONLINE** may be slower at times due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties you may have in accessing **1st ONLINE** or certain features.

Service Provider – Includes any agent, licensor, independent contractor or subcontractor the Bank may involve in the provision of Internet banking services.

5. Requirements

To utilize **1st ONLINE**, you should verify that you have the required hardware and software necessary to access **1st ONLINE** and to retain a copy of this Agreement. You will need the following:

- An Eligible Account with the Bank
- Internet Access
- A Computer with an Internet browser that can support SSL, 128-bit encryption.
- Access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- An external e-mail address.

6. Equipment Maintenance and Performance

The performance of **1st ONLINE** depends on several factors including the specifications of the personal computer you are using to access the Internet, the type and speed of the communications device, the line you are using to access the Internet, and the amount of traffic on the Internet. Because of these

varying factors, system response time will vary. We recommend at least a 56K modem and a personal computer with at least 64 megabytes of RAM and a processor speed of at least 350 megahertz.

Virus Protection: You should routinely scan your computer and diskettes using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER. THE BANK SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUS THAT AFFECTS YOUR COMPUTER OR SOFTWARE WHILE USING OUR SERVICE.

WITH YOUR ACCEPTANCE BELOW AND YOUR USE OF **1st ONLINE**, YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL COSTS, EXPENSES, OR ANY DAMAGES WHATSOEVER (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA, BUSINESS INTERRUPTION, OR ATTORNEY'S FEES) RESULTING FROM ANY ERRORS OR FAILURES FROM ANY MALFUNCTION OF YOUR COMPUTER OR ANY VIRUS OR COMPUTER PROBLEMS THAT YOU MAY ENCOUNTER RELATED TO THE USE OF **1st ONLINE**.

1. Featured Internet Banking Services

Assuming you meet the requirements specified in this Agreement, you may use **1st ONLINE** to access checking, money market, savings, line of credit, and loan accounts which are serviced directly by the Bank. Currently, credit card and merchant accounts are NOT accessible by **1st ONLINE**.

The following features are currently available.:

- Up to 24 months of complete transaction detail and history
- Account Inquiries for balances, rates, etc...
- Transfers between your accounts at 1st National Bank
- External transfers to and from 1st National Bank and accounts you may have at other banks
- Secure File Transfers
- View loan balances
- Payments to loans at 1st National Bank using the external or express transfer function
- Online check reorders
- Stop payments on checks that you have written
- Transaction downloads into Quicken, Quickbooks, and Microsoft Money
- Manage your mobile banking

- Pay Bills

We may add or remove certain features and/or functionality available from time to time.

2. Limitations

The features of **1st ONLINE** are limited to the extent, and subject to the terms noted below:

a. If a hold, as defined in our account disclosures, has been placed on a deposit account from which you request a transfer of funds, you cannot transfer that portion of funds held until the hold expires.

b. In most cases, you may use **1st ONLINE** to transfer funds between 1st National Bank deposit accounts in which you have an unrestricted right to withdraw funds, and credit line accounts in which you have an unrestricted right to borrow money.

c. When you use **1st ONLINE** to transfer from a credit line account, you agree that the Bank may take any action required to obtain advances on your behalf, including charging your linked credit line account at the Bank without your signature and that you will be responsible for repayment of such advances and interest charges pursuant to the terms of your loan agreement with us.

d. Your ability to transfer funds from certain accounts (primarily money market checking and savings accounts) is limited by federal law. Transfers and bill payments made using **1st ONLINE** are counted against the permissible number of transfers, as are the other transfer methods described in your account disclosures.

e. Balance and transaction information provided on any day will generally reflect the balance as of the close of business on the preceding business day. Statements for your deposit accounts will only be available for the current and previous statement periods.

f. The Bank reserves the right to limit the frequency and dollar amount of transactions from your accounts for security reasons, without prior written notice.

g. External transfer is completed using ACH. Please allow three business days for credits to post to your account.

3. New Services

From time to time, the Bank may introduce new services available through **1st ONLINE**. We will update this User Agreement and notify you of the existence of these new services. By using any new Internet banking services when they become available, you agree to be bound by the terms and conditions of this Agreement. You agree that we may notify you of changes by electronic mail to the e-mail address as provided on the most recent Internet Banking Authorization Form. If you have a change in your e-mail address, it is your responsibility to notify us in writing by U.S. Mail, e-mail, telephone, or by making a change in person at the Bank.

4. Security

1st ONLINE utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to **1st ONLINE**, our Internet Banking department will verify your identity and authorization against information associated with the Eligible Account(s) that you request to be tied to **1st ONLINE**.

Access IDs and Passcodes – One of the main security features protecting **1st ONLINE** is the unique combination of your Access Identification Code (Access ID) and Passcode. During the enrollment process, you will be asked to select a unique Access ID, and then choose a Passcode that will be used to gain access to **1st ONLINE**. You determine your own Passcode, which is encrypted in our database. Neither the Bank nor its Service Providers have access to this information.

Our Service also uses a program called a “Passcode cracker” that will help you select a good Passcode. Because your Passcode is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select Passcode that is hard to guess. The Passcode cracker will encourage you to stay away from words based on your name, address or other personal information. All Passcodes must have seven characters or more and have at least one alpha and one numeric character in it.

Keep your Passcode safe. We will not contact you via telephone or via e-mail requesting your Access ID or Passcode. If you are contacted by anyone requesting this information, please let us know immediately. Memorize your Passcode and do not write it down. You should change your Passcode occasionally, such as every 90 days. This can be done any time from the “User Services” menu after you log on to **1st ONLINE**.

If you disclose your Passcode to anyone, and/or if you allow them to use the Passcode to access your accounts, you are authorizing them to act on your behalf and you will be responsible for any use of **1st ONLINE** by

them (e.g., such as when you provide this information to a joint account holder and/or and aggregation service provider).

Log-On Security – To help prevent unauthorized access to your accounts your online session will end if we detect no activity for 10 minutes. This is to protect you in case you accidentally leave your computer unattended after you logged on. When you return to your computer, you will be prompted to re-enter your Passcode, and your session will continue where you left off. In addition, we will deactivate your account after three unsuccessful login attempts within a 24-hour time frame.

Encryption – **1st ONLINE** uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Internet Banking. Your browser automatically activates this technology when it attempts to connect to our Service. Our Service will currently support 128-bit key lengths, and the system will warn you when your browser is set to use a lower level of encryption.

Whenever SSL is securing your communications, the browser will typically indicate this secure session by changing the appearance of a small icon of a padlock at the bottom of the screen from open to lock. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

Certificate Authority - The servers hosting our Service have been certified by a "Certificate Authority" to assure you that you are actually talking to our Service instead of someone pretending to be us. If you are using an older browser, , you will see that the "Certificate Authorities" key may have expired; you will need to update it on your browser

Cookies – During your use of **1st ONLINE**, our Internet banking Service Provider will pass an encrypted cookie to your computer in order to identify your computer during the session. This cookie does not identify you personally. We do not (and cannot) use cookies to collect or obtain personal information about you. This Internet banking cookie simply allows us to process multiple transactions during your session without requiring you to re-enter your Passcode for each individual transaction. This cookie simply provides another level of security for our Internet banking product. The cookie is stored on your computer's hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

In addition to the security features described above, there may be other security related notices posted on our website or Service from time to

time. It is your responsibility to read all security notices.

5. Password and Security

You agree that the Bank is entitled to act on instructions received under the Access ID and Passcode requested by you and that you are responsible for any transactions or losses that result from the use of your assigned Passcode(s). Notify us at once if you believe another person has obtained any online Passcode(s) assigned to you. Upon three unsuccessful attempts to use a passcode, access to **1st ONLINE** will be suspended. Users may contact us at (513) 932-3221 during banking hours to have a passcode reset.

You acknowledge that the Internet is a public network and that your personal and business information and transaction data will be flowing from your access computer to 1st National Bank through many third party computers and telecommunications facilities. While 1st National Bank has implemented certain security measures for **1st ONLINE**, including encryption of messages, you agree that no one can assure the privacy of your personal and business information or transaction data delivered over the Internet. Accordingly, you assume all risk of loss or damage associated with the use of **1st ONLINE** that arises or is related to any loss of or access to your personal or business information or transaction data and agree to release us and hold us harmless from any liability for any loss of or access to your personal or business information or transaction data by third parties, including any access by use of your assigned Passcode(s) or by any unauthorized access to **1st ONLINE**. Since the Internet is a public network and data flow is dependent on millions of computers and telecommunications facilities outside of our control, you agree that we are not responsible or liable to you and you agree to hold us harmless from any of your losses or damages resulting from the failure of timely or accurate delivery of any personal or business information or transaction data or any data corruption or failures of the systems, including Internet banking.

6. Exclusions of Warranties

1st ONLINE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT **1st ONLINE** IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA **1st ONLINE** WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

7. Service Termination, Cancellation, or Suspension

In the event you wish to cancel **1st ONLINE**, you may contact customer service via one of the following methods:

a. Telephone us at (513) 932-3221 during customer service hours which are Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m.; and/or

b. Write us at:

1st National Bank

P.O. Box 119

Lebanon, OH 45036 or

c. Send us a secure email through the Internet Banking Service or

d. Fax us at (513) 932-7119

Any transfer(s) **1st ONLINE** has already processed before the requested cancellation date will be completed by **1st ONLINE**. All Scheduled Payments including recurring payments will not be processed once **1st ONLINE** is cancelled. You will remain responsible for any fees associated with **1st ONLINE** prior to the effective cancellation date.

We may terminate or suspend **1st ONLINE** without notice to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Internet Banking activity for a period of three consecutive months, Internet Banking accessibility will automatically terminate. In order to reinstate services, you must call our Internet Banking Customer Service Department.

8. Errors and Questions

Immediately telephone us at (513) 932-3221, fax us at (513) 932-7119, or write us at 1160 E. Main St, P.O. Box 119, Lebanon, OH 45036, if you think your statement or receipt is wrong or if you need more information about a transaction or transfer listed on your account statement or receipt. We must hear from you no later than 15 days after we send the first statement on which the problem or error appeared. After 15 days, we shall have no responsibility to correct any error in the statement. You must tell us your name, account number(s) affected, the dollar amount of the suspected error and 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. If you tell us orally, we may require that you send us your complaint or question in writing within 10

business days. We will attempt to determine whether an error occurred within 10 business days after we hear from you or receive written notice from you and will correct any error made by us promptly. If we need more time, we will contact you and complete our investigation as soon as possible.

9. Your Liability for Unauthorized Transfers

Tell us **AT ONCE** if you believe your Access ID or Passcode has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit).

If you tell us within (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly bank statement contains transfers that you did not authorize, you must tell us at once. 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 extend the period.

10. Governing Law

This Agreement will be governed by and interpreted in accordance with applicable Ohio and federal laws and regulations. State laws and regulations apply unless there is a superseding federal law or regulation.

11. Other Agreements

In addition to this Agreement, both you and the Bank agree to be bound by and will comply with the requirements of the applicable disclosures, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the bank belongs, and applicable state and federal laws and regulations. If any conflict exists between the agreement and other account disclosures we have provided you on an active account, the account disclosure provisions will be superior to this

agreement.

12. Changes to this Agreement, Charges, Fees or Other Terms

We reserve the right to change the charges, fees, or other terms described in this User Agreement. When changes are made to any fees, charges, or other material terms we will update this User Agreement, and either send a notice to you at the address shown on our records, or send you an electronic mail message. The electronic mail message may direct you to a page on the 1st National Bank website. This notice will be posted or sent at least 30 days in advance of the effective date of any additional fees for 1st National Bank Internet banking services or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If an immediate change is made, and we can determine that it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice as soon as possible, but no later than 30 days after the change. We also reserve the option, in our sole discretion, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable account disclosures.

13. Entire Agreement

This Agreement, as published online in connection with 1st National Bank Internet banking services, as it may be revised from time to time, as well as all exhibits, addendums, appendices, account disclosures, privacy policy and applicable fee schedules constitute the entire and only agreement with respect to the subject matter of this Agreement between you and the Bank, applicable also to all users of **1st ONLINE** using your assigned password(s), whether or not authorized by you. This Agreement supersedes all representations, proposals, inducements, assurance, promises, agreements and other communications with respect to the subject matter of this Agreement except as expressly set forth in this Agreement.

14. Hours of Accessibility

Subject to the terms and conditions of this Agreement, you can access **1st ONLINE** 7 days a week, 24 hours a day. However, at certain times, some or all of **1st ONLINE** may not be available due to system maintenance, system updates, emergencies or events beyond our control. A transfer completed through Internet Banking before 3:00 p.m. eastern time on a business day is posted to your account the same day

with the exception of Christmas Eve and New Year's Eve, at which time transfers must be completed by 12:00 noon. All transfers completed after 3:00 p.m. eastern time on a business day or at any time on a Saturday, Sunday, or Federal banking holiday will be posted on the next business day.

15. Stop Payment Request

You may initiate stop-payment requests for your accounts via **1st ONLINE** for paper checks you have written. Online stop payment requests are processed as soon as practicable following receipt of the stop payment. Before submitting a stop payment request, you should ensure that the check has not already been paid against your account. Stop payment requests received during non-business hours will be processed as soon as practicable following the start of the next business day. To be effective, this type of stop payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check and must be received by 7:00 p.m. to be processed that business day. If you make your stop payment request online or by telephone, we may also require you to put your request in writing, sign it and mail it to us within 14 days after your call. You may incur stop-payment charges as disclosed in the current fee schedule for the applicable account.

16. Assignment

You may not assign this Agreement to any other party. The Bank may assign this Agreement to any successor to the Bank by virtue of merger, asset sale, or to any now-existing or future direct or indirect subsidiaries. The Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

17. Limitation of our Liability

Except as specifically provided in this Agreement or where the law requires a different standard (such as may be set forth in our disclosures), you agree that neither we nor our service providers shall be responsible for any loss, property damage or bodily injury, whether caused by equipment, software, the Bank, or by Internet browser service providers or by an agent or subcontractor of any of these. Nor shall we or **1st ONLINE** providers be responsible for any direct, indirect, special, consequential, incidental, economic, punitive or other damages arising in any way out of the installation, use, maintenance, availability or unavailability of equipment, software, the Internet banking services or

Internet Browser or access software. The Bank's maximum liability for failure to properly complete a bill payment, or failure to honor a timely and properly given stop payment order, shall be limited as provided in this Agreement.

18. Disclosures

You acknowledge and agree that you have received, understand and agree to the specific disclosures that apply to each of your deposit and loan accounts. The disclosures provided to you in connection with the opening of accounts, as those disclosures may have been or may be revised from time to time, continue to apply while this User Agreement is in effect for the applicable services and associated accounts. BY AGREEING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU CONSENT TO OUR DELIVERY OF ANY DISCLOSURES BY U.S. POSTAL SERVICE, PROVIDING IT TO YOU IN PERSON OR BY ELECTRONIC MAIL AND ASSUME ANY RISK OF LOSS OR DAMAGE, LOSS OF PRIVACY OR RISKS OF INTERCEPTION OR INTRUSION THAT MAY OCCUR IN THE METHOD OF DELIVERY.