



Online Banking Terms and Conditions and Agreement

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking service or the Bill Payment service ("Services"). It also describes the rights and obligations of CFBank ("Bank"). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

I. Definitions

The following definitions apply in this Agreement:

1. "Authorized Representative" refers to a person with authority (with respect to the account) ;
2. "Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer;
3. "ISP" refers to your Internet Service Provider;
4. "Online Banking" is the internet based service providing access to your Bank account(s) ;
5. "Online Account" means the Bank account from which you will be conducting transactions using a Service;
6. "Password" is the customer generated code selected by you for use during the initial sign on, or the codes you select after the initial sign on, that establishes your connection to the Service;
7. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
8. "Time of day" references are to Eastern Time;
9. "User ID" is the identification code assigned to you for your connection to the Service;
10. "We", "us", or "Bank" refer to CFBank, which offers the Services and which holds the accounts accessed by the Services; and
11. "You" or "your" refers to the owner of the account or the authorized representative.

II. Access to Services

You will gain access to your Online Accounts through the use of your Internet enabled device, your ISP, your Password and your User ID. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.



Online Banking Terms and Conditions and Agreement

For purposes of transactions, the Bank's business days are Monday through Saturday, excluding holidays. Hours of operations on these days are as follows:

Monday through Friday 7:00 a.m. -11:00 p.m. ET

Saturday 7:00 a.m. - 7:00 p.m. ET

All Online Banking transaction requests received after these times and all transactions which are requested on Sundays or holidays on which the Bank remains closed, will be processed on the Bank's next business day.

III. Banking Transactions with Online Banking

- A. Account Access. You may access your checking, money market, savings, certificates of deposit, and loan accounts online.
- B. Transfer of Funds. In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, savings accounts and money market accounts. Transfers cannot be made from passbook savings accounts, certificates of deposit and retirement accounts. If there are not sufficient funds in the account, we may not complete a transfer. However, future recurring transfer attempts will not be impacted. If we do choose to complete a transfer in spite of insufficient funds, you will be charged our regular fee for insufficient funds/overdraft transactions.

NOTE: Because regulations require the Bank to limit preauthorized transfers (including Online Banking transfers), some limits may apply to specific account types.

- C. Stop Payments. You may place a stop payment on your checking account. Prior to placing a stop payment, you should check your account history to verify that the check has not already been paid against your account. CFBank will not be responsible for stopping the check if the Stop Payment information is not accurate. The Stop Payment will be in effect immediately upon confirmation if done during normal business hours. If the Stop Payment is placed after normal business hours, the Stop Payment will be in effect the next business day.

The Stop Payment whether written or electronic, will be in effect for a period of six (6) months. If requested by the Bank, you will confirm any stop payment in writing. After six months, any stop payment will terminate and must be renewed in order to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment.

The fee for Stop Payments can be found in our Fee Schedule.

- D. Additional Services. New services may be introduced for Online Banking from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.



IV. Schedule of Fees

Please refer to our Fee Schedule for Online Banking and Bill Payment Fees.

V. Statements

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

VI. Privacy

Visitors to the Bank website remain anonymous. We do not collect identifying information about visitors to our site. We may use standard software to collect non-identifying information about our visitors, such as the date and time our site was accessed, the Internet service provider's address, the web browser used, and the visitor's physical location.

CFBank uses this information to create summary statistics and to determine the level of interest in information available on our site. Visitors may elect to provide us with information via e-mail, or use online registration forms. This information is used internally, as appropriate, to handle the sender's request. It is not disseminated or sold to other organizations. (We advise against using e-mail to send private or confidential information. See SECURITY below.)

We do not knowingly solicit data from children, and we do not knowingly market to children. We recognize that protecting children's identities and privacy online is important and the responsibility to do so rests with both the online industry and with the parents.

Some areas of our Website may use a "cookie" temporarily stored on the visitor's computer to allow the web server to log the pages you use within the site and to know if you have visited the site before.

VII. Security

You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User ID;
- Do not leave your device unattended while you are in the Bank's Online Banking Site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.



Online Banking Terms and Conditions and Agreement

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at 614-334-7979 or your local Branch during normal business hours.

If you believe your Password has been lost or stolen, please use the Password change feature within the Online Banking section of the Web site to change your Password.

If you choose to use an aggregation service that accesses your personal information from various Internet sources, you are providing that aggregator with your User ID and Password. If the aggregator does not have proper controls in place, this can result in the unauthorized access and use of your personal information by the aggregator or other third party. You should ensure that your aggregator has appropriate controls in place to ensure the safety and confidentiality of your information.

A possibility exists that links in the CFBank website can be directed to websites not under our control. These websites will not necessarily comply with the Bank's privacy principals and security standards.

Confidential and private information may be compromised in both traditional and non-traditional banking activities. CFBank establishes policies and procedures to help restrict use of and access to confidential and private information. If any CFBank customer believes that confidential and private information has been compromised, please contact us immediately so that the potential breach can be investigated.

The Bank cannot be responsible for customer errors or negligent use of the Service and will not be responsible for losses due to (1) input errors or misuse of the service; (2) negligent sharing of User IDs and/or Passwords resulting in unauthorized access to accounts; (3) leaving a computer unattended during an on-line session; or (4) failure to report known unauthorized account access within two business days.

Any comments or complaints about this policy, any privacy related issue, or any inaccuracy in customer data can be made by contacting CFBank, 7000 N. High St. Worthington, OH 43085 or calling 614-334-7979.

VIII. Electronic Mail (E-mail)

If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

- **NOTE:** E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the link on our Online Banking site.



IX. Electronic Fund Transfer Provisions for Consumers

A. Applicability. These provisions are only applicable to online electronic fund transfers which credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions which are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

B. Liability. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:

1. If you notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less
2. If you fail to notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of:
 - \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
 - the total of authorized EFTs which occur after the close of two (2) days and before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that two-day period.
3. You must report an unauthorized EFT which appears on your periodic statement within 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred after the 60-day period and before notification to the Bank, and the Bank establishes they would not have occurred had you notified us within the 60 day period. You may also be liable for the amounts as described in sections 1 and 2 above.
4. If the report is made orally, we may require that you send the complaint or question in writing within 10 business days. We will determine whether an error occurred within ten business days of notice by you, and will notify you with the results of the investigation within 3 business days and will correct any error within one business day after determining an error occurred. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days of receiving the error notice from you for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. The Bank will notify you within two business days after the provisional credit of the amount and date of the provisional credit. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer that occurs within 30 days after the first deposit to an account is made, the applicable time periods for action



Online Banking Terms and Conditions and Agreement

by us is 20 business days, instead of 10. If an alleged error involves an electronic funds transfer that (1) occurs within 30 days after the first deposit to an account is made or (2) was not initiated within a state, the applicable time periods for action by us is 90 calendar days, instead of 45. We will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.

5. You may notify the Bank by telephone, writing, or by email using the Online Forms provided in our Online Banking site. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.

C. Telephone Numbers and Addresses. In case of errors or questions regarding an Online Banking or Bill Payment transaction, call 614-334-7979 or write us at CFBank, 7000 N. High St. Worthington, OH. 43085.

We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and account number.
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information.
3. The dollar amount of the suspected error and date on which it occurred.

X. **Liability**

A. Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

1. If through no fault of the Bank, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.



Online Banking Terms and Conditions and Agreement

4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

- B. Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.
- C. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.
- D. Virus Protection. The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

XI. General Terms and Conditions

- A. Bank Agreements. In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement. We will automatically deduct the fees related to this Service from your Bill Payment Account each month.



Online Banking Terms and Conditions and Agreement

- B. Changes and Modifications. The Bank may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.
- C. Assignment. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.
- D. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement, may be sent to you electronically.
- E. Disclosure of Information. We will only disclose information to third parties about your account or transfers you make under the following circumstances:
- where it is necessary for the provision of Online Banking and for completing transfers;
 - in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
 - in order to comply with government or court orders, or other reporting requirements;
 - if you give us your permission;
 - to the Bank affiliated companies.

For further information about CFBank's Privacy Policy, please refer to the Privacy Policy on our website.

- F. Governing Law. This Agreement is governed by the laws of the State of Ohio and applicable federal law.



TERMS AND CONDITIONS OF ACCOUNT TO ACCOUNT TRANSFERS-TRANSFERNOW

I. DESCRIPTION OF SERVICE, AUTHORIZATION AND PROCESSING

The Account to Account transfer service enables you to transfer funds: between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the Recipient Account. If you are a joint owner of the Eligible Transaction Account, Recipient Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the Recipient Account is located in the United States.

When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit your applicable Account as described below in Section V (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the Recipient Account designated by you and to debit your applicable Account as described below in Section V (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of ours, the Eligible Transaction Account or Recipient Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
- The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- The transfer is refused as described in Section VI below;
- You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or Recipient Account information; and/or,
- Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.



Online Banking Terms and Conditions and Agreement

It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You must use a physical address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

II. TRANSFER METHODS AND AMOUNTS

There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Eligible Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment. Payment Methods and Amounts applies to the Service, even in circumstances where the Recipient Account is closed and we are attempting to return funds to such Account.

III. TRANSFER CANCELLATION REQUESTS AND REFUSED TRANSFERS

You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

IV. STOP PAYMENT REQUESTS

If you desire to stop any transfer that has already been processed, you must contact 614-334-7979 or your local Branch. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

V. SERVICE FEES AND ADDITIONAL CHARGES

Applicable fees will be disclosed in the user interface for the Service. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for



Online Banking Terms and Conditions and Agreement

any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider. Failed Or Returned Payment Instructions apply if you do not pay our fees and charges for the Service, including without limitation if we debit the Recipient Account for such fees, as described in this Section, and there are insufficient fees in the Recipient Account; this should be interpreted as applying to the Recipient Account, not just the Eligible Transaction Account, in such circumstances.

VI. REFUSED TRANSFERS

We reserve the right to refuse any transfer. We will notify you promptly if we decide to refuse to transfer funds. This notification is not required if you attempt to make a transfer that is not allowed under this Agreement.

VII. RETURNED TRANSFERS

In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, the Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

VIII. DEFINITIONS

“Account” means a checking, money market or savings account that is either an Eligible Transaction Account or Recipient Account, as applicable.

“Eligible Transaction Account” shall be limited to a checking, money market or savings account that you hold with us.

"Recipient Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction that you provide to the Service for a transfer of funds.